



## Board of Selectmen Meeting

Monday, May 13, 2019 7:00 PM

36 Bartlet Street, Andover, MA 01810

Selectmen's Conference Room

RECEIVED  
TOWN CLERK'S OFFICE

2019 MAY -9 P 12:01

**I. Call to Order – 7:00 P.M.**

**II. Opening Ceremonies – 7:00 P.M.**

A. Moment of Silence/Pledge of Allegiance

**III. Communications/Announcements/Liaison Reports – 7:05 P.M.**

**IV. Citizens Petitions and Presentations – 7:10 P.M.**

**V. Regular Business of the Board**

A. Memorial Bench Gift at Deyermund Field – (10 minutes)

Board to consider accepting a Memorial Bench at Deyermund Field from American Legion Post 8 to commemorate the 100<sup>th</sup> Anniversary of the American Legion.

B. Town of Tewksbury Request – Approval of Heavy Commercial Vehicle (Truck) Exclusion (First reading) – (15 minutes)

Tewksbury Town Manager to provide overview of the Town's request for approval of a Heavy Commercial Vehicle Exclusion. Board to review and consider voting to approve or disapprove alternate route via Dascomb Road.

C. Overview of the Local Initiative Program – (20 minutes)

Planning Director to provide overview of the Local Initiative Program (LIP) for informational purposes only.

D. Department of Conservation and Recreation Open Space Acquisition – (20 minutes)

Board to discuss the Department of Conservation and Recreation (DCR) intent to acquire 27 acres of undeveloped forestland adjacent to Harold Parker State Forest. Board to consider approving DCR's request that the Board waive the applicable 120 day notice period.

E. Vicor TIF Agreement – (10 minutes)

Board to consider voting to sign the Vicor Tax Increment Financing Agreement and submit the application to the Massachusetts Economic Assistance Coordinating Council.

F. Preservation Restriction – (15 minutes)

Board to review and consider voting to approve a Preservation Restriction Agreement for 147 Lovejoy Road to move and place an Historic Structure on the foundation.

G. Board Policy Guidelines relating to Citizens Petitions and Presentations (Second reading) – (10 minutes)

Board to consider voting on revised Selectmen Policy Guidelines Section 1.6 relating to Citizens Petitions and Presentations.

TOWN OF ANDOVER, MASS

## VI. Consent Agenda

### A. Appointments by the Town Manager

Board to vote that the following appointments by the Town Manager be approved:

Department	Name	Position	Rate/Term	Date of Hire
Library	Clare Curran-Ball ( <i>Barbara McNamara</i> )	Assistant Director for Technical Services and Collection Development	\$84,902.17	5/14/2019
Public Works/ Treasurer's Office	Lisa Ring ( <i>Dianne Anciello</i> )	Office Assistant III	\$53,237.55	5/28/2019
Community Services – Youth Services	Jacob Dalimonte	Youth Services	\$12.00/hour	4/22/2019
Community Services – Recreation	Haley Brenner	Kid Care After School Program	\$12.25/hour	8/1/2019
Community Services – Recreation	Emma Accardi	Kid Care After School Program	\$9.25/hour	9/2/2019
Community Services – Recreation	Kelley Carzo	Kid Care After School Program	\$12.25/hour	6/17/2019
Community Services – Recreation	Rachel Souza	Seasonal	\$11.25/hour	5/20/2019
Information Technology	Ronald Arbo	Department Assistant	\$15.00/hour	5/14/2019
Information Technology	Gavin O'Neil	Department Assistant	\$12.00/hour	6/24/2019
Information Technology	Kathryn Turner	Department Assistant	\$17.00/hour	5/28/2019
Information Technology	Madison Quill	Department Assistant	\$13.00/hour	6/10/2019
Information Technology	Matthew MacGregor	Department Assistant	\$13.00/hour	6/17/2019

## VII. Approval of Minutes

A. Board to approve minutes from the following meetings:

1. March 18, 2019 Board of Selectmen Meeting
2. March 25, 2019 TriBoard Meeting
3. April 30, 2019 Board of Selectmen Work Session Meeting

## VIII. Executive Session

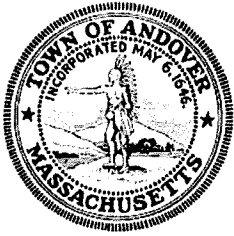
A. Board to approve minutes from the following Executive Sessions:

1. March 25, 2019 Executive Session
2. April 11, 2019 Executive Session
3. April 22, 2019 Executive Session

## IX. Adjourn

*If any member of the public wishing to attend this meeting seeks special accommodations in accordance with the Americans with Disabilities Act, please contact Toni Magras in the Town Manager's Office at 978-623-8215 or by email at [tonia.magras@andoverma.us](mailto:tonia.magras@andoverma.us)*

MEETINGS ARE TELEVISED ON  
COMCAST CHANNEL 22 AND VERIZON CHANNEL 45



**TOWN OF ANDOVER**  
**VETERANS' SERVICES**

36 BARTLET STREET  
ANDOVER, MA 01810  
(978) 623-8381/(978) 623-8398 (fax)  
*mark.comeiro@andoverma.us*

April 1, 2019

Mr. Manager,

I am writing on behalf of American Legion Post 8 of Andover. Post 8 would like to gift a granite bench to the Town. This bench is a memorial bench dedicated to the Buster Deyermond Memorial at the Blanchard Playing Fields. The Legion Post 8 is currently deciding on a spot to place the bench and would like to have the Town's approval once a spot is determined. I have been in contact with Chris Cronin and he has agreed to assist with the project. Please see the attached letter from Peter Whitman, Commander of the American Legion Post 8. The goal time frame for this installation is near Memorial Day 2019. Thank you for your time and consideration.

Mark R. Comeiro, USN (Ret.)  
Director of Veterans' Services  
Town of Andover

To Whom It May Concern,

Andover Post 8 of the American Legion would like to gift a memorial bench dedicated to the Buster Deyermund Memorial at the Blanchard Playing Fields at a site to be determined.

The bench will be of granite, same dimensions as the benches at the three war memorials in the Park, and will be mounted on a similar concrete foundation.

It will be a tribute to the service of Andover's military veterans of all eras, and serve as a visible reminder of their sacrifices to preserve our American way of life.

Once the bench has been installed we would like to ceremoniously present this memorial to the Town of Andover.

Respectfully,

S. R. Peter Witman  
Commander  
American Legion Post 8, Andover



American Legion Post 8 Andover proposes to add a granite memorial bench to the Buster Deyermund Memorial at the Blanchard Playing Fields.

Bench:

Material: Medium Barre Granite

Dimensions and Engraving: Same as the benches at the three war memorials in the Park. They are all alike.

Supplier: Collizzi Memorials, Methuen, Mass. They will pin and epoxy the bench to our foundation.

Bench cost: \$2500.00, installed, pinned and cemented to our foundation.

A suitable location on the site of the Buster Deyermund Memorial will need to be chosen.

Foundation: Concrete, similar to those in the Park

Dimensions of existing foundations (depth not known at this time):

Korean War: 24 X 74

WWII: 24 X 56

Vietnam War: 18 ½ X 52 ½

Paul Sanborn has already said he will install the foundation at no cost to Post 8.

Photos of three existing benches, all alike and all located in the Park:



WWII Memorial Bench



Photos of the Buster Deyermund Memorial, taken while circulating around it.















The best location for the new bench will need to be determined.

Once the expense for the bench has been approved by the members of Post 8, I would appoint a small committee to select the location and manage the job.

After installation, Post 8 will present the bench to the town as a gift.

Peter Witman  
Commander  
American Legion Post 8 Andover  
1/4/19

Mr. Neil Boudreau  
State Traffic Engineer  
Massachusetts Department of Transportation  
10 Park Plaza, Suite 4160  
Boston, MA 02116-3968

**RE: Request for Heavy Commercial Vehicle (Truck) Exclusion  
East Street – Tewksbury, Massachusetts**

Dear Mr. Boudreau:

Please find attached supporting documentation to request a Heavy Commercial Vehicle (truck) Exclusion on East Street between Main Street and Whittemore Street in Tewksbury, Massachusetts, between the hours of 6:00 p.m. and 6:00 a.m. This report is being submitted in accordance with the Massachusetts General Laws Chapter 85 and the 2009 Massachusetts Amendment to the Manual of Uniform Traffic Control Devices (MUTCD) Section 10A-9.

The attached traffic data shows that numerous trucks use East Street to access commercial and industrial areas on Industrial Ave and Shawsheen St in Tewksbury, and also as a cut-through route between Interstates 495 and 93. Tewksbury is requesting a truck exclusion to improve overall safety and reduce excessive noise in the residential areas along East Street.

Excluding trucks from this roadway will not adversely impact the movement of goods through and/or into the surrounding commercial and industrial areas as this restriction will only occur at nighttime. The alternate route provides the trucks with a sufficient route to maintain travel and deliveries during these hours. Both the existing and alternate routes are detailed in the attached report. The attached report includes traffic data as well as maps showing the routes to be excluded and the proposed alternate routes for your reference. Additionally in the report, please find a letter of support for the exclusion from the Town of Andover, through which approximately 1,400 feet of the alternate route passes.

The Town of Tewksbury acknowledges and accepts the responsibility for the installation and maintenance of all signs erected as part of this exclusion.

We respectfully ask you to review the attached report and request a letter of your support for the proposed Heavy Commercial Vehicle Exclusion.

Sincerely,

XXXXXXXXXX





HOWARD STEIN HUDSON

Engineers + Planners

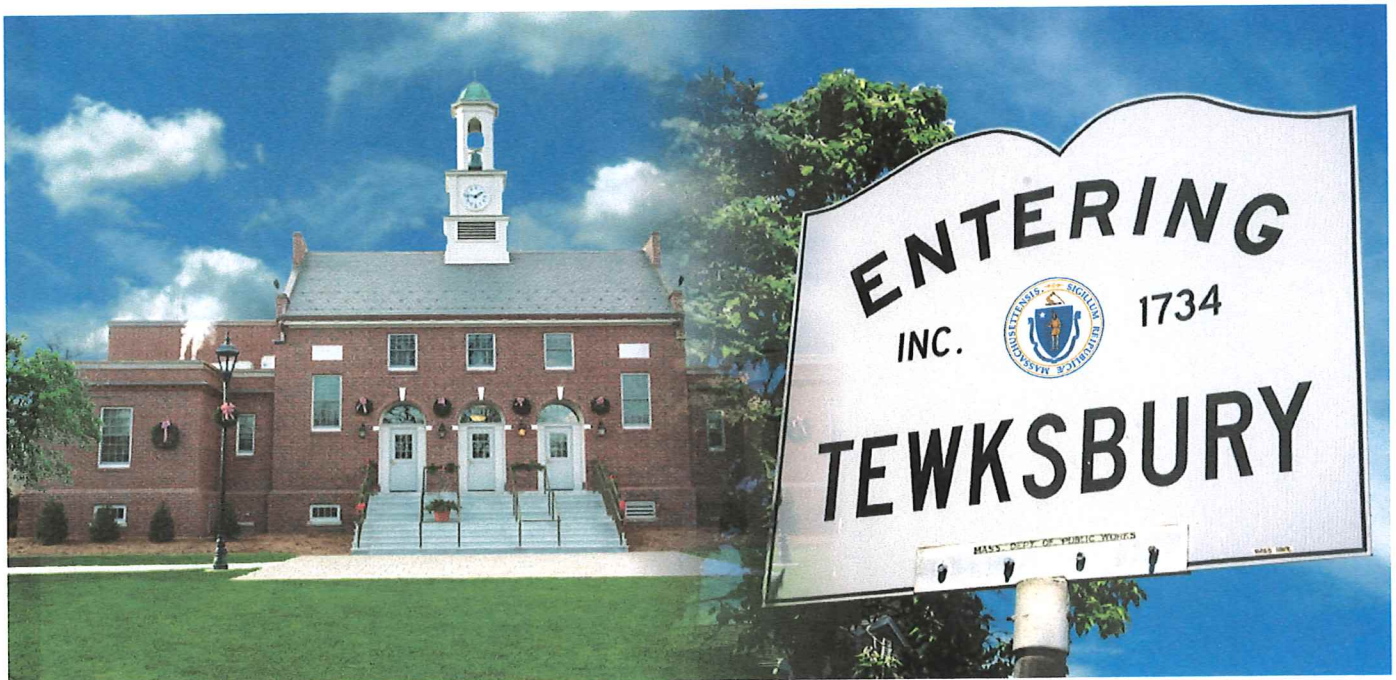
# Heavy Commercial Vehicle Exclusion, Tewksbury, MA

## Technical Report

Prepared for  
**Massachusetts Department of Transportation**  
**Town of Tewksbury, Massachusetts**

Prepared by  
**Howard Stein Hudson**

**February 2017**





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# Introduction

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The Town of Tewksbury is requesting a Heavy Commercial Vehicle Exclusion (HCVE) from the Massachusetts Department of Transportation (MassDOT) along a portion of East Street between the Main Street (Route 38) and Whittemore Street. This HCVE) would prohibit trucks between the hours of 6:00 p.m. and 6:00 a.m.

## Background

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East Street begins at Main Street in Tewksbury Center and extends west to the Andover town line, where it becomes Dascomb Road. The adjacent land use along this segment of East Street is predominantly residential with some farmland along a relatively narrow cross section.

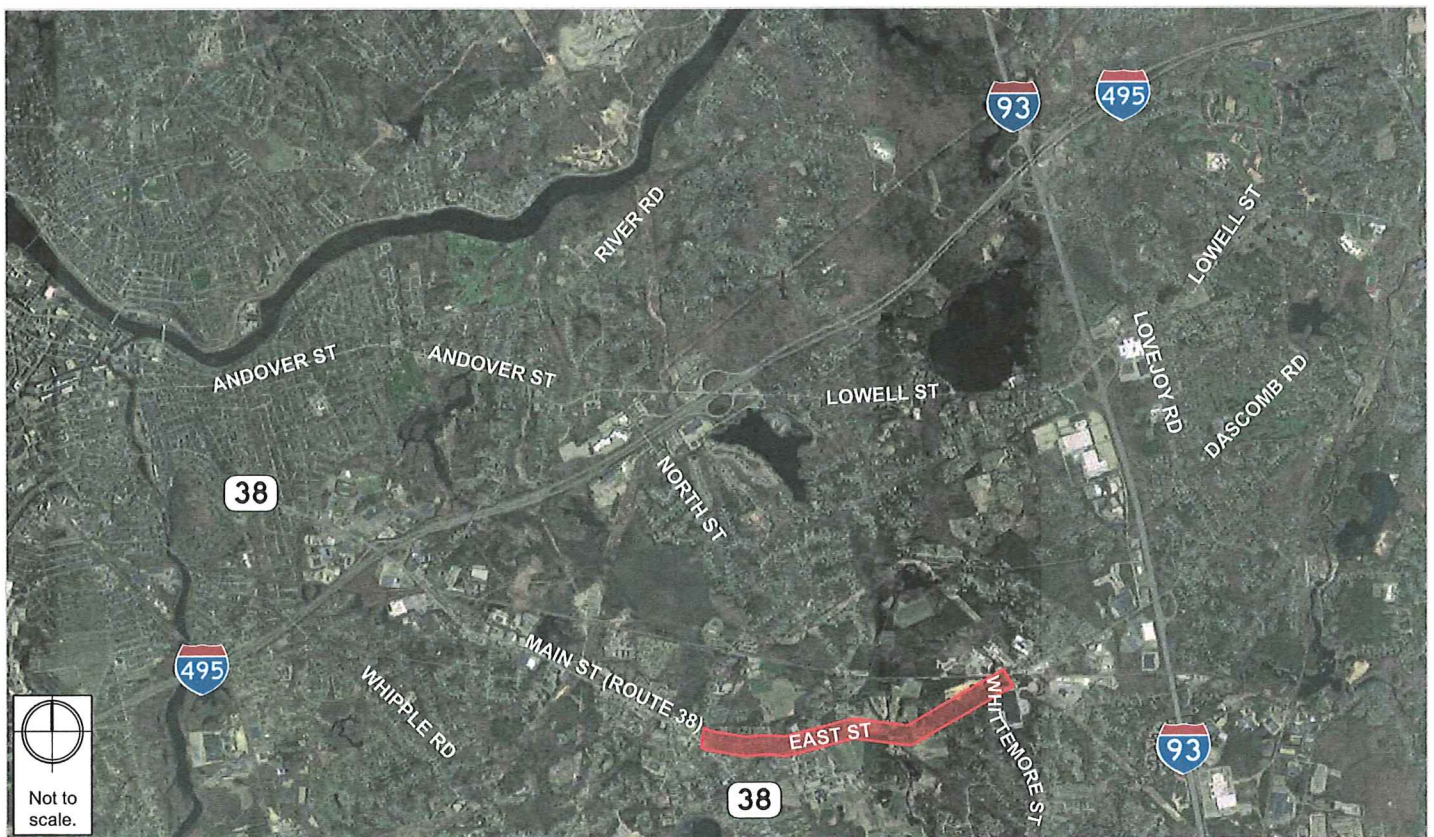
The existing heavy vehicle traffic is primarily related to (but not limited to) the Demoulas Super Markets (Market Basket) Warehouse located just east of Whittemore Street in Tewksbury and a number of other businesses along Industrial Avenue and Shawsheen Street. In addition, East Street connects Interstates 495 and 93 via Main Street (Route 38). The street currently provides heavy commercial vehicles a shorter route (7.4 miles compared to 5.8 miles), especially in times of traffic congestion.

This heavy commercial vehicle exclusion will enhance the safety and reduce excessive noise along this predominantly residential street while providing an alternate route which maintains access to the Demoulas Super Markets Warehouse and other businesses on Industrial Avenue and Shawsheen Street via I-495 and I-93.

See **Figure 1** for a map of the area.



Figure 1. *Locus Map*





# Heavy Commercial Vehicle Exclusion

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A study was conducted by Howard Stein Hudson to determine whether a heavy commercial vehicle exclusion in this area is justified and meets one of the following warrants as described in the Massachusetts Amendments to the Manual on Uniform Traffic Control Devices (MUTCD) and the Standard Municipal Traffic Code:

- A volume of heavy commercial vehicles, which usually is in the range of 5% to 8%, reduces the utilization of the facility and is a cause for substantial reduction in capacity or safety.
- The condition of the pavement structure of the route to be excluded indicates that further repeated heavy wheel loads will result in severe deterioration of the roadway.
- Notwithstanding or foregoing, in certain instances where land use is primarily residential in nature and a municipality has requested exclusion only during hours of darkness, a specific night exclusion may be granted.

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## Data Collection

Continuous 24-hour traffic volume counts were conducted on Wednesday, January 18 and Thursday, January 19, 2017 at the following locations as shown in **Figure 2**:

- East Street west of Chandler Street
- East Street west of Whittemore Street
- East Street east of Carter Street

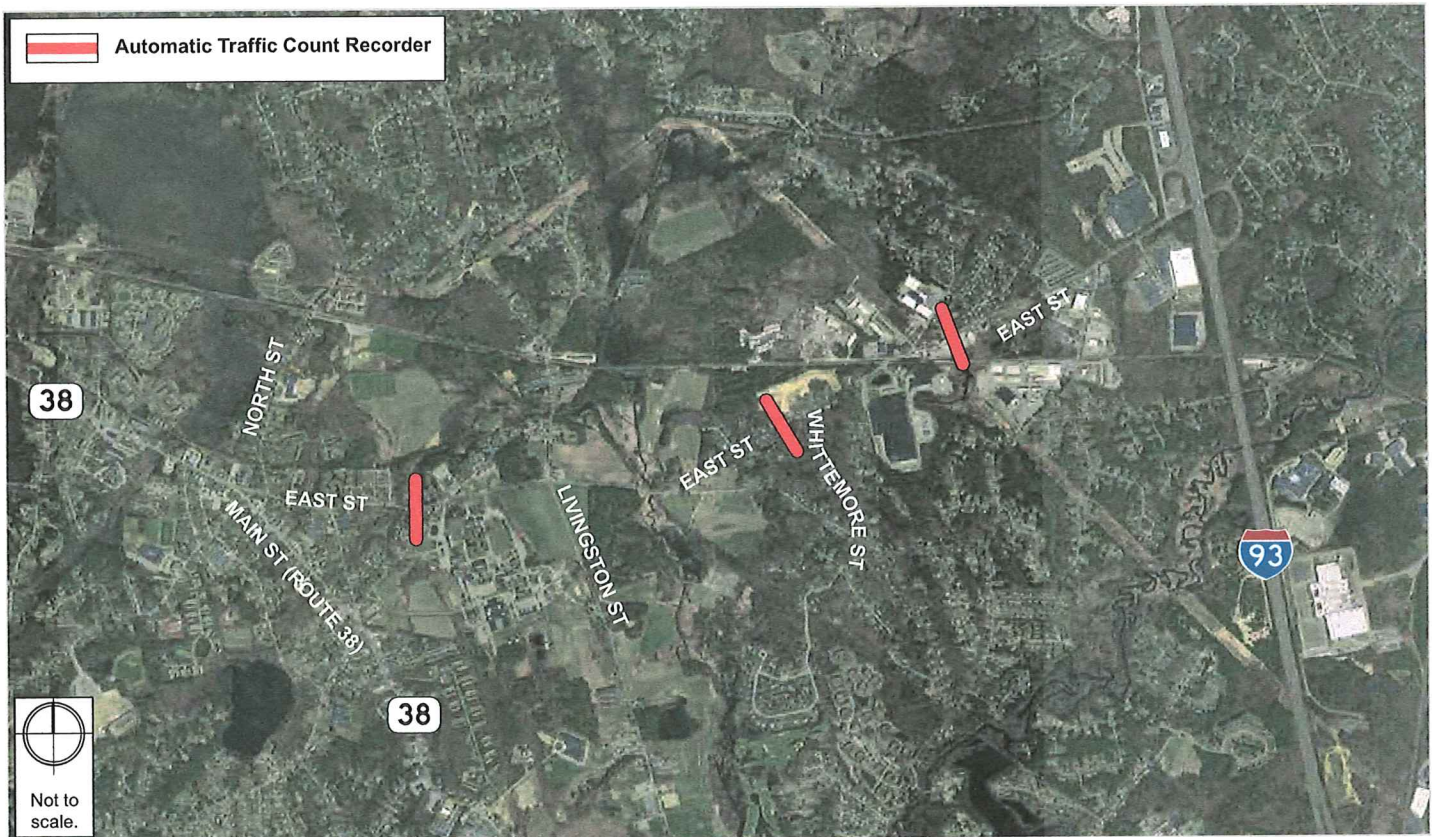
Counts were recorded for both traveled directions at each location for the entire 48-hour duration of study, and grouped into 30-minute intervals for analysis purposes. Vehicles that are classified as two-axle, 6 tires and larger were separated from all other vehicles for the purpose of calculating the heavy vehicle percentages required to determine whether or not this study area meets the heavy commercial vehicle exclusion warrant. Some of the trucks calculated in this percentage may have a carrying capacity of less than 2.5 tons and will not be subject to exclusion along East Street should a Heavy Commercial Vehicle Exclusion be granted.

A summary of the traffic count data can be found in **Table 1**.





Figure 2. *Map of Count Locations*





**Table 1. Traffic Data Summary Table**

Location	Eastbound		Westbound		Total	
	ADT	% HV	ADT	% HV	ADT	% HV
East Street east of Chandler Street	3946	7.9%	4135	12.6%	<b>8081</b>	<b>10.3%</b>
East Street west of Whittemore Street	4546	18.6%	5428	9.6%	<b>9974</b>	<b>14.1%</b>
East Street east of Carter Street	4991	11.2%	5510	10.9%	<b>10501</b>	<b>11.1%</b>

## East Street west of Chandler Street

The average daily traffic (ADT) on East Street, west of Chandler Street, is 8,081 vehicles with 10.2% heavy vehicles. The directional traffic volume data shows that the majority of heavy vehicles traveling on East Street west of Chandler Street are coming from the east. This heavy vehicle percentage falls within the range of values provided in the Massachusetts Amendments to the MUTCD and the Standard Municipal Traffic Code as reducing the utilization of the facility and being a cause for substantial reduction in capacity or safety. Hourly traffic volumes and heavy vehicle percentages for the entire 48-hour period can be found in **Table 2**.

## East Street west of Whittemore Street

The ADT on East Street, west of Whittemore Street, is 9,974 vehicles with 14.1% heavy vehicles. The directional traffic volume data shows that the majority of heavy vehicles traveling on East Street at Whittemore Street are coming from the east. This heavy vehicle percentage falls within the range of values provided in the Massachusetts Amendments to the MUTCD and the Standard Municipal Traffic Code as reducing the utilization of the facility and being a cause for substantial reduction in capacity or safety. Hourly traffic volumes and heavy vehicle percentages for the entire 48-hour period can be found in **Table 3**.

## East Street east of Carter Street

The ADT on East Street, east of Carter Street, is 10,501 vehicles with 11.1% heavy vehicles. The directional traffic volume data shows that the majority of heavy vehicles traveling on East Street at Carter Street are coming from the east. This heavy vehicle percentage falls within the range of values provided in the Massachusetts Amendments to the MUTCD and the Standard Municipal





Traffic Code as reducing the utilization of the facility and being a cause for substantial reduction in capacity or safety. Hourly traffic volumes and heavy vehicle percentages for the entire 48-hour period can be found in **Table 4**.

**Table 2. East Street at Chandler Street Heavy Vehicle Percentages – Weekday**

Time	Eastbound			Westbound		
	Total Volume	Heavy Vehicles	% HV	Total Volume	Heavy Vehicles	% HV
12:00 AM	6	2	33.3%	13	1	7.7%
12:30 AM	4	2	50.0%	3	1	33.3%
1:00 AM	4	4	100.0%	6	2	33.3%
1:30 AM	1	0	0.0%	18	4	22.2%
2:00 AM	4	2	50.0%	10	1	10.0%
2:30 AM	7	1	14.3%	6	1	16.7%
3:00 AM	7	1	14.3%	4	1	25.0%
3:30 AM	15	2	13.3%	3	2	66.7%
4:00 AM	24	5	20.8%	4	2	50.0%
4:30 AM	53	12	22.6%	14	3	21.4%
5:00 AM	68	9	13.2%	16	3	18.8%
5:30 AM	113	7	6.2%	20	6	30.0%
6:00 AM	91	8	8.8%	32	6	18.8%
6:30 AM	150	13	8.7%	96	15	15.6%
7:00 AM	150	9	6.0%	177	21	11.9%
7:30 AM	156	14	9.0%	130	23	17.7%
8:00 AM	153	12	7.8%	130	20	15.4%
8:30 AM	155	9	5.8%	96	19	19.8%
9:00 AM	112	14	12.5%	99	14	14.1%
9:30 AM	104	12	11.5%	76	16	21.1%
10:00 AM	99	11	11.1%	72	14	19.4%
10:30 AM	81	11	13.6%	68	16	23.5%
11:00 AM	74	9	12.2%	81	17	21.0%
11:30 AM	96	9	9.4%	98	18	18.4%
12:00 PM	109	10	9.2%	101	19	18.8%
12:30 PM	114	8	7.0%	104	20	19.2%
1:00 PM	105	9	8.6%	95	13	13.7%
1:30 PM	115	7	6.1%	109	13	11.9%
2:00 PM	122	8	6.6%	124	20	16.1%
2:30 PM	145	17	11.7%	157	24	15.3%



Time	Eastbound			Westbound		
	Total Volume	Heavy Vehicles	% HV	Total Volume	Heavy Vehicles	% HV
3:00 PM	156	9	5.8%	199	29	14.6%
3:30 PM	124	8	6.5%	195	25	12.8%
4:00 PM	135	4	3.0%	222	26	11.7%
4:30 PM	139	8	5.8%	215	19	8.8%
5:00 PM	142	9	6.3%	210	16	7.6%
5:30 PM	150	5	3.3%	193	10	5.2%
6:00 PM	109	4	3.7%	186	10	5.4%
6:30 PM	92	4	4.3%	140	7	5.0%
7:00 PM	71	3	4.2%	114	8	7.0%
7:30 PM	63	1	1.6%	79	9	11.4%
8:00 PM	69	2	2.9%	80	4	5.0%
8:30 PM	46	5	10.9%	73	5	6.8%
9:00 PM	44	4	9.1%	64	4	6.3%
9:30 PM	45	2	4.4%	51	2	3.9%
10:00 PM	35	3	8.6%	34	3	8.8%
10:30 PM	47	1	2.1%	29	1	3.4%
11:00 PM	26	1	3.8%	51	2	3.9%
11:30 PM	16	3	18.8%	38	2	5.3%
<b>TOTAL</b>	<b>3,946</b>	<b>313</b>	<b>7.9%</b>	<b>4,135</b>	<b>517</b>	<b>12.5%</b>

Table 3. East Street at Whittemore Street Heavy Vehicle Percentages - Weekday

Time	Eastbound			Westbound		
	Total Volume	Heavy Vehicles	% HV	Total Volume	Heavy Vehicles	% HV
12:00 AM	11	2	18.2%	16	2	12.5%
12:30 AM	6	1	16.7%	16	1	6.3%
1:00 AM	6	2	33.3%	9	1	11.1%
1:30 AM	10	1	10.0%	33	2	6.1%
2:00 AM	8	4	50.0%	17	2	11.8%
2:30 AM	8	3	37.5%	4	1	25.0%
3:00 AM	9	2	22.2%	4	1	25.0%
3:30 AM	22	7	31.8%	5	1	20.0%
4:00 AM	24	11	45.8%	7	1	14.3%
4:30 AM	66	18	27.3%	18	3	16.7%





**TECHNICAL REPORT**  
Heavy Commercial Vehicle Exclusion  
February 2017

Time	Eastbound			Westbound		
	Total Volume	Heavy Vehicles	% HV	Total Volume	Heavy Vehicles	% HV
5:00 AM	86	37	43.0%	14	4	28.6%
5:30 AM	125	37	29.6%	34	5	14.7%
6:00 AM	109	38	34.9%	56	11	19.6%
6:30 AM	140	38	27.1%	150	14	9.3%
7:00 AM	207	25	12.1%	150	21	14.0%
7:30 AM	218	31	14.2%	194	18	9.3%
8:00 AM	198	35	17.7%	167	20	12.0%
8:30 AM	140	23	16.4%	144	17	11.8%
9:00 AM	108	23	21.3%	115	14	12.2%
9:30 AM	106	21	19.8%	110	12	10.9%
10:00 AM	100	24	24.0%	96	14	14.6%
10:30 AM	100	27	27.0%	98	15	15.3%
11:00 AM	90	25	27.8%	102	20	19.6%
11:30 AM	103	24	23.3%	124	13	10.5%
12:00 PM	114	24	21.1%	142	19	13.4%
12:30 PM	117	21	17.9%	135	16	11.9%
1:00 PM	113	26	23.0%	124	15	12.1%
1:30 PM	113	20	17.7%	139	16	11.5%
2:00 PM	125	22	17.6%	165	22	13.3%
2:30 PM	138	28	20.3%	199	28	14.1%
3:00 PM	190	23	12.1%	229	21	9.2%
3:30 PM	192	26	13.5%	244	28	11.5%
4:00 PM	163	34	20.9%	265	22	8.3%
4:30 PM	168	27	16.1%	303	20	6.6%
5:00 PM	178	21	11.8%	287	19	6.6%
5:30 PM	167	18	10.8%	247	11	4.5%
6:00 PM	136	19	14.0%	237	12	5.1%
6:00 PM	136	19	14.0%	237	12	5.1%
6:30 PM	101	14	13.9%	174	9	5.2%
7:00 PM	85	8	9.4%	166	9	5.4%
7:30 PM	70	4	5.7%	119	5	4.2%
8:00 PM	65	6	9.2%	110	4	3.6%
8:30 PM	65	12	18.5%	109	6	5.5%
9:00 PM	68	6	8.8%	89	4	4.5%
9:30 PM	45	10	22.2%	71	4	5.6%
10:00 PM	38	6	15.8%	53	6	11.3%



Time	Eastbound			Westbound		
	Total Volume	Heavy Vehicles	% HV	Total Volume	Heavy Vehicles	% HV
10:30 PM	29	4	13.8%	54	4	7.4%
11:00 PM	34	4	11.8%	49	4	8.2%
11:30 PM	32	3	9.4%	35	4	11.4%
<b>TOTAL</b>	<b>4546</b>	<b>845</b>	<b>18.6%</b>	<b>5428</b>	<b>521</b>	<b>9.6%</b>

*Table 4. East Street at Carter Street Heavy Vehicle Percentages - Weekday*

Time	Eastbound			Westbound		
	Total Volume	Heavy Vehicles	% HV	Total Volume	Heavy Vehicles	% HV
12:00 AM	8	0	0.0%	18	4	22.2%
12:30 AM	5	1	20.0%	9	2	22.2%
1:00 AM	13	3	23.1%	6	1	16.7%
1:30 AM	40	1	2.5%	10	4	40.0%
2:00 AM	11	4	36.4%	6	2	33.3%
2:30 AM	10	2	20.0%	7	3	42.9%
3:00 AM	7	3	42.9%	5	4	80.0%
3:30 AM	15	4	26.7%	8	3	37.5%
4:00 AM	27	6	22.2%	17	4	23.5%
4:30 AM	44	10	22.7%	67	6	9.0%
5:00 AM	112	36	32.1%	43	6	14.0%
5:30 AM	137	18	13.1%	56	7	12.5%
6:00 AM	110	11	10.0%	92	22	23.9%
6:30 AM	142	18	12.7%	182	17	9.3%
7:00 AM	192	24	12.5%	172	21	12.2%
7:30 AM	219	22	10.0%	198	11	5.6%
8:00 AM	197	24	12.2%	194	22	11.3%
8:30 AM	160	18	11.3%	181	27	14.9%
9:00 AM	132	15	11.4%	143	21	14.7%
9:30 AM	114	22	19.3%	121	20	16.5%
10:00 AM	124	18	14.5%	102	24	23.5%
10:30 AM	119	30	25.2%	104	22	21.2%
11:00 AM	122	26	21.3%	121	24	19.8%
11:30 AM	129	18	14.0%	126	21	16.7%
12:00 PM	130	20	15.4%	147	22	15.0%



Time	Eastbound			Westbound		
	Total Volume	Heavy Vehicles	% HV	Total Volume	Heavy Vehicles	% HV
12:30 PM	136	20	14.7%	131	23	17.6%
1:00 PM	120	22	18.3%	124	24	19.4%
1:30 PM	121	16	13.2%	145	22	15.2%
2:00 PM	133	11	8.3%	157	32	20.4%
2:30 PM	183	21	11.5%	193	30	15.5%
3:00 PM	210	14	6.7%	217	30	13.8%
3:30 PM	210	13	6.2%	237	23	9.7%
4:00 PM	205	9	4.4%	240	20	8.3%
4:30 PM	197	16	8.1%	271	21	7.7%
5:00 PM	203	11	5.4%	267	10	3.7%
5:30 PM	187	6	3.2%	232	6	2.6%
6:00 PM	139	6	4.3%	218	7	3.2%
6:30 PM	102	4	3.9%	162	2	1.2%
7:00 PM	87	6	6.9%	150	6	4.0%
7:30 PM	71	1	1.4%	122	2	1.6%
8:00 PM	63	2	3.2%	99	1	1.0%
8:30 PM	55	3	5.5%	82	5	6.1%
9:00 PM	62	2	3.2%	80	3	3.8%
9:30 PM	46	2	4.3%	67	2	3.0%
10:00 PM	41	6	14.6%	52	1	1.9%
10:30 PM	29	4	13.8%	51	5	9.8%
11:00 PM	38	4	10.5%	43	2	4.7%
11:30 PM	34	3	8.8%	35	2	5.7%
<b>TOTAL</b>	<b>4,991</b>	<b>556</b>	<b>11.1%</b>	<b>5,510</b>	<b>599</b>	<b>10.9%</b>





## Alternate Route

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Currently, the majority of trucks utilizing the proposed exclusion route are traveling to the Demoulas Super Markets Warehouse just east of Whittemore Street, as well as a number of other businesses along Industrial Avenue and Shawsheen Street. Most of the heavy commercial vehicles use the Blue Star Memorial Highway (I-495) or the Northern Expressway (I-93). During the daytime, between 6:00 a.m. and 6:00 p.m. heavy commercial vehicle may continue to use their existing travel routes. However, heavy commercial vehicles are proposed to seek alternate routes during the exclusion time period between 6:00 p.m. and 6:00 a.m.

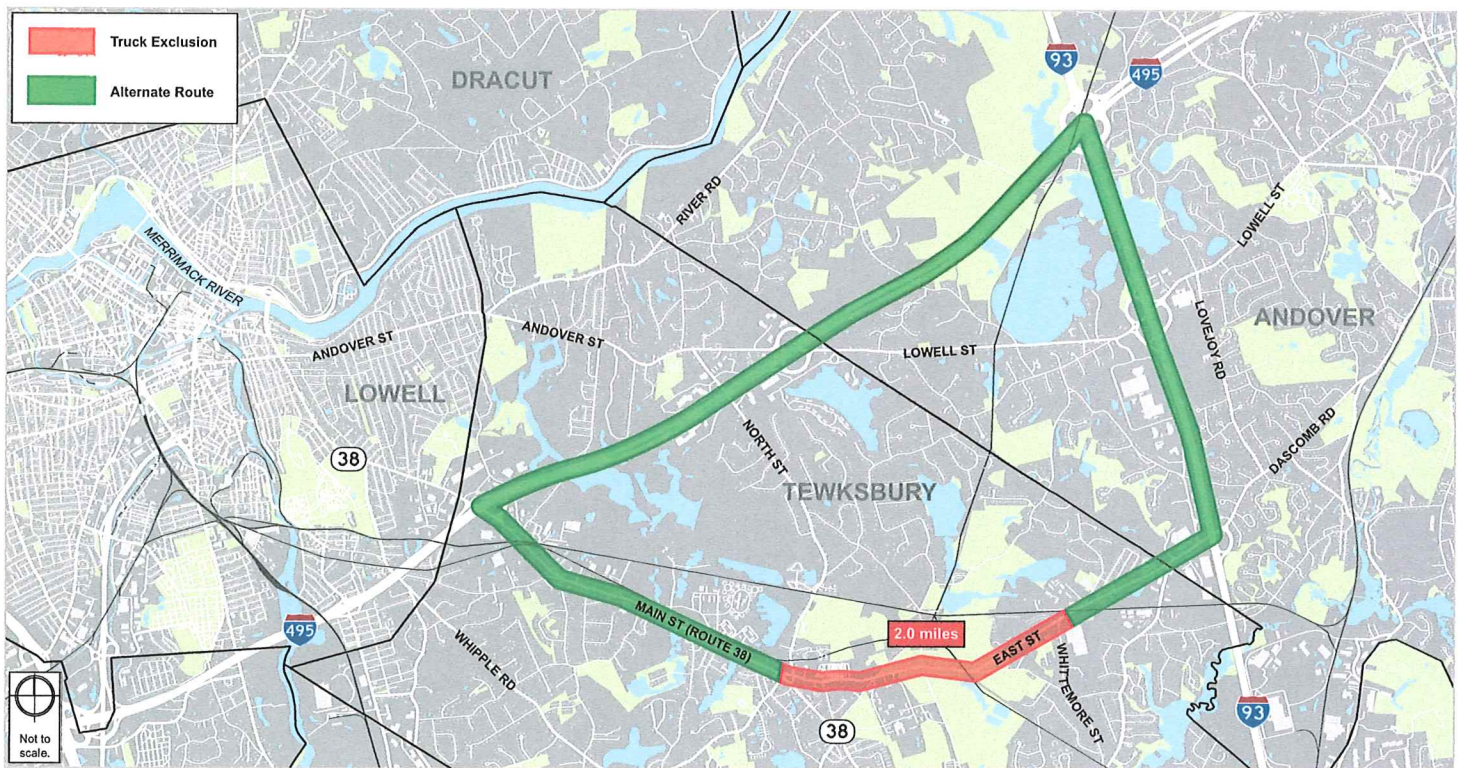
The alternate routes for heavy commercial vehicles will be Interstate 495, Interstate 93, and Main Street (Route 38) as shown in **Figure 3**. Heavy vehicles traveling north on Main Street seeking to access East Street may proceed north on Main Street for 2.1 miles to a right turn onto I-495 north; then 4.5 miles to an exit onto I-93 south; then 2.8 miles to an exit onto Dascomb Rd; then 1.1 miles for a total route length of 10.5 miles.

Heavy vehicles traveling north on I-495 seeking to access East Street may proceed north on I-495 for 4.5 miles to an exit onto I-93 south; then 2.8 miles to an exit onto Dascomb Rd; then 1.1 miles for a total route length of 10.5 miles.

Heavy vehicles traveling north on I-93 seeking to access I-495 may proceed north on I-93 for 2.8 miles to an exit onto I-495 south.

Heavy commercial vehicles traveling on Dascomb Road or I-93 will be able to normally access the Demoulas Super Markets Warehouse and other businesses along Industrial Avenue and Shawsheen Street.

Figure 3. Heavy Commercial Vehicle Exclusion and Alternate Routes





# Existing Characteristics

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## Excluded Streets

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*East Street* is a two-way rural major collector roadway under local jurisdiction running in an east-west direction from Main Street (Route 38) to the west to Dascomb Road in Andover to the east. The posted speed limit in within the project area is 35 mph. East Street varies between 35 and 25 feet with one 12 foot lane in each direction. A bituminous sidewalk is provided along the north side of the roadway and varies in width between 5 and 6 feet. On-street parking is not allowed on either side of the road within the exclusion zone. East Street is in fair to good condition.

## Alternate Streets

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*Main Street (Route 38)* in the vicinity of the proposed exclusion route is a two-way rural minor arterial roadway under MassDOT jurisdiction running in a northwest-southeast direction from Route 99 in Boston, in the southeast, NH route 38 in Dracut to the north. Main Street is designated as Route 38. The posted speed limit on Main Street varies, but within the vicinity of the exclusion route is 35 mph. Bituminous sidewalk is provided on both sides of the street where it meets East Street. On-street parking is not allowed on either side of the road within vicinity of the proposed exclusion route. Within Tewksbury, Main Street varies from 28 to 40 feet, and provides one travel lane in each direction. Main Street is currently in fair condition

*The Blue Star Memorial Highway (I-495)* is a two-way interstate under MassDOT jurisdiction and part of the Interstate Highway System. The highway runs in a north-south direction from West Wareham to the south to Salisbury to the north. The posted speed limit on The Blue Star Memorial Highway is 65 mph. No sidewalks or on-street parking is provided on either side of the road. The road is in fair to good condition.

*The Northern Expressway (I-93)* is a two-way interstate under MassDOT jurisdiction and part of the Interstate Highway System. The highway runs in a north-south direction from Canton, Massachusetts in the south to Johnsbury, Vermont in the north. The posted speed limit on The Northern Expressway is 65 mph. No sidewalks or on-street parking is provided on either side of the road. The road is in fair to good condition.





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## Existing Traffic Control

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There are a number of intersections along exclusion route. The East Street/Chandler Street intersection has four legs and is fully signalized. The rest of the intersections along the exclusion route are unsignalized and function as stop-controlled intersections.

## Zoning/Property Types

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Much of the proposed East Street heavy commercial vehicle exclusion is zoned for farming. The south side of the street is zoned for farming between Maple Street and Karen Lee Lane. This farming zoning also runs along the north side of the street from Preservation Lane to Karen Lee Lane. The only break in the farming zoning on the north side of the street is from Chandler Street to Livingston Street, which is zoned as for parks.

The vicinity of East Street is also zoned for park and designated as the town center where East Street meets Main Street.

There is a small area on the north side of East Street zoned for multiple family housing west of Whittemore Street extending just west of Royal Crest Circle.

One parcel on the north side of East Street is zoned for municipal buildings at Chandler Street. Another similar parcel lies on the north side of East Street at Maple Street.

The rest of the proposed exclusion route is zoned as residential area.

**Figure 4** shows the existing zoning designations for the surrounding area. **Figure 5** shows a more detailed zoning map for the areas adjacent to East Street.



Figure 4. Zoning Map

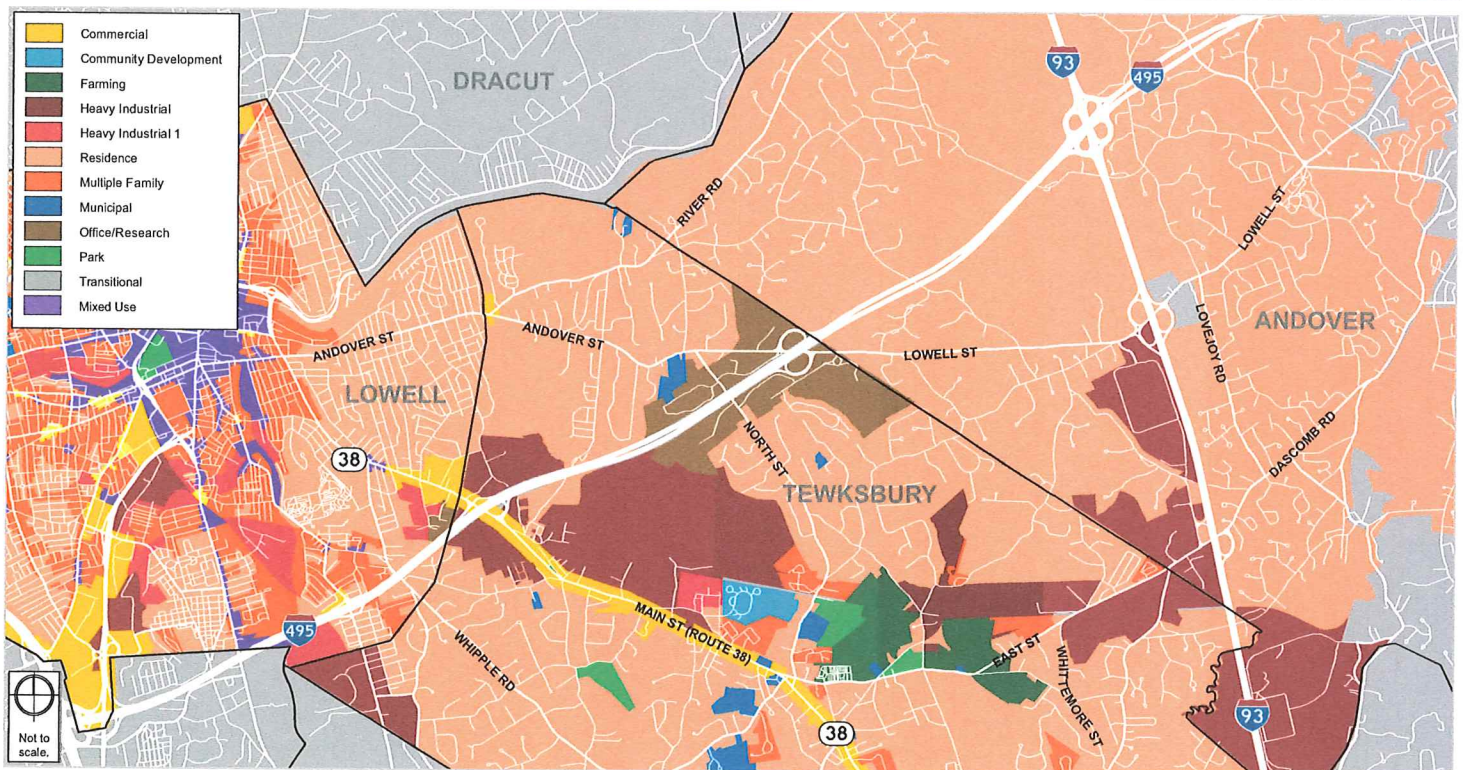
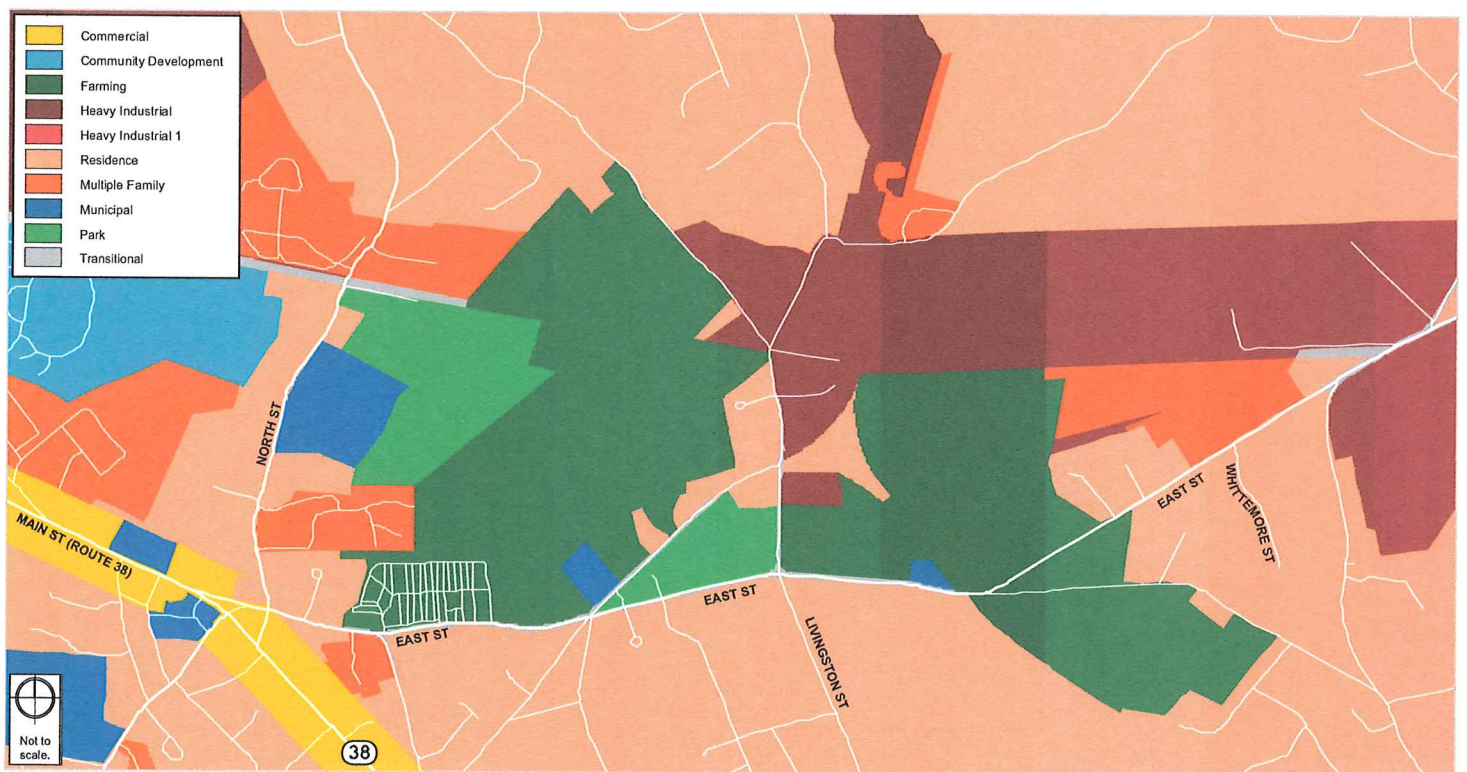






Figure 5. *East Street Zoning Map*





# Need for Heavy Commercial Vehicle Exclusion

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The Town of Tewksbury wishes to calm East Street during the hours of 6:00 p.m. – 6:00 a.m. Due to the physical characteristics of the roadway, the proposed alternate route should accommodate the heavy vehicles better than the existing conditions. The heavy commercial vehicle exclusion will encourage oversized trucks to stay on major roadways and avoid cutting through residential neighborhoods. This heavy commercial vehicle exclusion will enhance the safety and reduce excessive noise in this residential area.



**HOWARD STEIN HUDSON**

11 Beacon Street, Suite 1010  
Boston, Massachusetts 02108  
617.482.7080

[www.hshassoc.com](http://www.hshassoc.com)



OFFICE OF THE TOWN MANAGER  
TOWN OF TEWKSBURY  
TOWN HALL  
1009 MAIN ST  
TEWKSBURY, MASSACHUSETTS 01876

RICHARD A. MONTUORI  
TOWN MANAGER

(978) 640-4300  
FAX (978) 640-4302

April 24, 2019

Andrew Flanagan, Town Manager  
Town of Andover  
Town of Andover Town Hall  
36 Bartlet Street  
Andover, MA 01810

Dear Mr. Flanagan:

The Town of Tewksbury has had a truck traffic problem on East Street for many years and we have tried to find a solution. Residents who live in that area have complained about truck traffic specifically from Market Basket with no relief. After meeting with residents and Market Basket representatives we decided to pursue a Heavy Commercial Vehicle (truck) Exclusion in Tewksbury on East Street between Main Street and Whittemore Street between the hours of 6:00PM and 6:00AM. The Town had an engineering firm undertake a traffic study for the area and the study's data supported an exclusion based upon the number of trucks and that a reasonable alternative route is available.

Since a portion of the alternate route will run along Dascomb Road and Frontage Road in Andover we need the Town of Andover to sign off on the study that we will send to MassDOT for approval. Excluding trucks from this roadway will not adversely impact the movement of goods through and/or into the surrounding commercial and industrial areas as this restriction will only occur at nighttime. The alternate route will insure trucks will use Interstate Route 93 instead of Route 38 and provides the trucks with a sufficient route to maintain travel and deliveries during these hours and will not significantly impact the roads within the Town of Andover. There are no residential properties in Andover on the alternate route.

The Town of Tewksbury is requesting the Town of Andover to support a Heavy Commercial Vehicle (truck) Exclusion on East Street and any assistance that you can provide in this matter would be much appreciated. Attached is the Heavy Commercial Vehicle Exclusion Study that was completed and draft letters for both Communities to send to the MassDOT. If you have any questions please feel free to contact me.

Sincerely,

  
Richard A. Montuori  
Town Manager

Mr. Neil Boudreau  
State Traffic Engineer  
Massachusetts Department of Transportation  
10 Park Plaza, Suite 4160  
Boston, MA 02116-3968

**RE: Support for Heavy Commercial Vehicle (Truck) Exclusion  
East Street – Tewksbury, Massachusetts**

Dear Mr. Boudreau:

Please accept this letter of support for the Heavy Commercial Vehicle (truck) Exclusion on East Street between Main Street and Whittemore Street in Tewksbury, Massachusetts, between the hours of 6:00 p.m. and 6:00 a.m. It is our understanding that a portion of the alternate route will run along Dascomb Road in Andover.

Excluding trucks from this roadway will not adversely impact the movement of goods through and/or into the surrounding commercial and industrial areas as this restriction will only occur at nighttime. The alternate route provides the trucks with a sufficient route to maintain travel and deliveries during these hours and will not significantly impact the roads within the Town of Andover.

The Town of Andover is in support of the Heavy Commercial Vehicle Exclusion.

Sincerely,

XXXXXXXXXX





March 26, 2019

**Certified Mail Return Receipt Requested  
No. 7018 1830 0001 8003 9928**

Alexander J. Vispoli, Chairman  
Board of Selectmen  
Town of Andover  
36 Bartlet Street  
Andover, MA 01810

**RE: Approximately 27 Acres of Undeveloped Forestland in Andover**

Dear Chairman Vispoli:

The Massachusetts Department of Conservation and Recreation (DCR) is considering the purchase of the fee or lesser interest in a parcel of land located in the Town of Andover. State regulations (301 CMR 51.00) require DCR to provide you and certain other public officials with written notice of any planned purchase by DCR at least 120 days prior to purchase for informational purposes. This letter is intended to serve as such notice.


The parcel under consideration contains a total of approximately twenty seven (27) acres of undeveloped forestland and identified by the enclosed locus map marked "Exhibit A." If DCR acquires the property, the property will be added to Harold Parker State Forest and managed for conservation and recreation purposes.

The applicable regulations require that a proposal by DCR to acquire property be made public in a local public forum. To comply with this requirement, we respectfully request that the Board of Selectmen announce at its next regularly scheduled meeting that the Commonwealth is considering acquisition of the parcel for the above-stated purposes and to document the announcement using the enclosed form. Please complete and return that form to us using the enclosed self-addressed envelope.

Should DCR decide to pursue this acquisition, it may be necessary to complete the transaction in less than the 120-day notice period required by the regulations. We therefore request that you agree to a reduction of the notice-period time, by signing the enclosed **waiver** form to indicate your approval of the reduction of the 120-day notice period and returning it to us using the signed waiver using the enclosed self-addressed envelope.

If you have any questions regarding this matter, kindly contact Sean Pierce, Director of Government Affairs, at (617) 626-4991. For your information, DCR has sent similar notices to Senator Finegold, Representative Nguyen and the Merrimack Valley Planning Commission. Thank you.

Very truly yours,

  
Louis M. Ross  
Assistant General Counsel

**Enclosures**

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation  
251 Causeway Street, Suite 600  
Boston MA 02114-2119  
617-626-1250 617-626-1351 Fax  
[www.mass.gov/dcr](http://www.mass.gov/dcr)



Charles D. Baker  
Governor

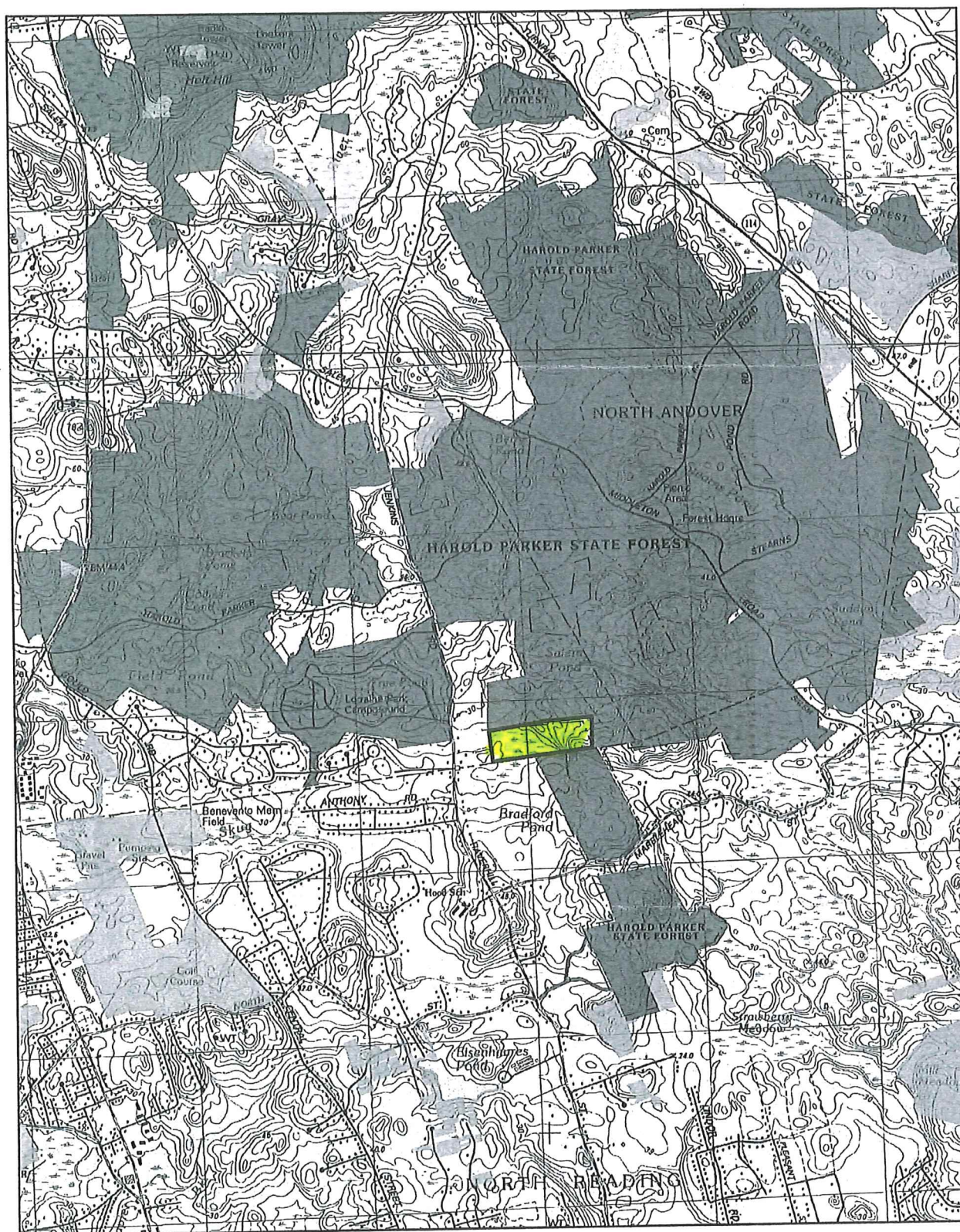
Karyn E. Polito  
Lt. Governor

Matthew A. Beaton, Secretary, Executive  
Office of Energy & Environmental Affairs

Leo Roy, Commissioner  
Department of Conservation & Recreation



# Exhibit A



0.6      0.3      0      0.6 Miles



# **CERTIFICATE OF ANNOUNCEMENT**

In accordance with 301 CMR 51.08, I hereby certify that on April 23, 2019, at a duly held meeting of the Town of Andover Planning Board, an announcement was publicly made regarding the Commonwealth's interest in acquiring approximately twenty seven (27) acres of undeveloped land, located in the Town of Andover and shown by the locus map marked "Exhibit A," or other property interest.

Town of Andover,  
By its Planning Board

Date: \_\_\_\_\_, 2019

\_\_\_\_\_  
Print: \_\_\_\_\_

Title: \_\_\_\_\_



### **CERTIFICATE OF ANNOUNCEMENT**

In accordance with 301 CMR 51.08, I hereby certify that on \_\_\_\_\_, 2019 at a duly held meeting of the Town of Andover Board of Selectmen, an announcement was publicly made regarding the Commonwealth's interest in acquiring approximately twenty seven (27) acres of undeveloped land, located in the Town of Andover and shown by the locus map marked "Exhibit A," or other property interest.

Date: \_\_\_\_\_, 2019

\_\_\_\_\_  
Alexander J. Vispoli, Chairman

### 120-DAY WAIVER FORM

Pursuant to Chapter 51 of Title 301 of the Code of Massachusetts Regulations, I, Alexander J. Vispoli, Chairman, as Chairman of the Town of Andover Board of Selectmen, hereby agree to waive the 120-day notice period as required by said regulations as to the six (6) parcels of forestland containing approximately twenty seven (27) acres located in the Town of Andover, in which the Department of Conservation and Recreation is considering acquiring an interest.

Date: \_\_\_\_\_, 2019

\_\_\_\_\_  
Alexander J. Vispoli, Chairman

## VOTE FOR CERTIFICATE OF ANNOUNCEMENT

I move that the Board vote to authorize the Chair to certify that on May 13, 2019 at a duly held meeting of the Town of Andover Board of Selectmen, an announcement was publicly made regarding the Commonwealth's interest in acquiring approximately twenty seven (27) acres of undeveloped land, located in the Town of Andover to be added to Harold Parker State Forest.



## VOTE FOR 120-DAY WAIVER

Pursuant to Chapter 51 of Title 301 of the Code of Massachusetts Regulations, I move that the Board authorize the Chair to sign a waiver of the 120-day notice period as required by said regulations as to the six (6) parcels of forestland containing approximately twenty seven (27) acres located in the Town of Andover, in which the Department of Conservation and Recreation is considering acquiring an interest.

# **TAX INCREMENT FINANCING AGREEMENT**

**BY AND BETWEEN**

**THE TOWN OF ANDOVER**

**AND**

**VICOR CORPORATION**

THIS TAX INCREMENT FINANCING AGREEMENT (the "Agreement") is made this 13<sup>th</sup> day of May 2019, by and among the TOWN OF ANDOVER (hereinafter referred to as the "Town"), acting by its Board of Selectmen as authorized by vote of Special Town Meeting, and VICOR CORPORATION (hereinafter referred to as the "Company").

## **RECITALS**

**WHEREAS**, the Town is a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts having a principal place of business at 36 Bartlett Street, Andover, MA 01810; and

**WHEREAS**, the Company is a corporation qualified to do business in the Commonwealth of Massachusetts with a principal place of business at 25 Frontage Road, Andover, MA 01810; and

**WHEREAS**, the Company plans to commence construction of an approximately 87,000 square foot (and not less than 80,000 square feet or, if less, the maximum square footage approved by the Town) manufacturing facility located at 400 Federal Street, Andover, Massachusetts on property owned by Company and shown on the attached Andover Assessors Map 144 Parcel 4 (hereinafter the "Property"); and

**WHEREAS**, the Company plans to invest at the Property approximately \$33.5 including approximately \$20.5 million for hard and soft construction costs and approximately \$13 million for machinery and equipment (hereinafter the "Project"); and

**WHEREAS**, the Company currently has 771 full-time employees in the Town, representing the sum of the current 562 full-time employees associated with the Company's Federal Street facility and the current 209 full-time employees associated with the Company's Frontage Road headquarters, and plans to retain said 771 full-time jobs for the duration of this Agreement; and

**WHEREAS**, the Company, as a result of the Project, intends to create 40 new permanent full-time jobs in addition to the 771 current full-time jobs at the Federal Street facility; and

**WHEREAS**, the Company intends to apply for status as a Local Incentives-Only Project under the Massachusetts Economic Development Incentive Program ("EDIP); and

**WHEREAS**, on April 11, 2019, the Andover Board of Selectmen recommended approval of this Agreement to Andover Special Town Meeting; and

**WHEREAS**, on April 30, 2019, Andover Special Town Meeting voted to approve this Agreement; and

**WHEREAS**, the Town strongly supports increased economic development to provide additional jobs, expand commercial, retail, and industrial activity within the Town, and to develop a healthy, economic, and strong tax base.

**NOW, THEREFORE**, in consideration of the mutual promises of the parties' contained herein and other good and valuable consideration each to the other paid, receipt of which is hereby acknowledged, the parties hereby agree as follows:

#### **A. THE TOWN'S OBLIGATIONS**

1. A Tax Increment Financing ("TIF") exemption (the "Exemption") is hereby granted to the Company by the Town in accordance with Chapter 23A, Sections 3A to 3F; Chapter 40, Section 59, and Chapter 59, Section 5, Clause Fifty-first of the Massachusetts General Laws and the applicable regulations thereto. The Exemption for real estate taxes shall be for a period of six (6) years (the "Exemption Term"), commencing in the fiscal year for which the Town has increased the assessed value at the Property to the full assessed value of the Project at the Property (the first day of such fiscal year in which said full assessed valuation occurs is hereinafter referred to as the "Start Date"); and shall provide an exemption from taxation of the new incremental value of the Property resulting from the Project, as determined by the Town of Andover Assessor, as follows:

<u>Fiscal Year</u>	<u>Exemption Percentage</u>
Fiscal Year 1	100%
Fiscal Year 2	90%
Fiscal Year 3	80%
Fiscal Year 4	80%
Fiscal Year 5	75%
Fiscal Year 6	75%

2. The Base Valuation shall be the assessed value of the Property for Fiscal Year 2019 in the amount of \$15,608,500.
3. The Base Valuation shall be adjusted annually by an adjustment factor, which reflects the increased commercial and industrial property values within the community, as provided in Chapter 40, Section 59 of the Massachusetts General Laws.
4. Notwithstanding the foregoing Exemption Schedule or anything in this Agreement to the contrary, the total amount of the Exemption authorized by this Agreement commencing on the date hereof, shall not exceed \$1,610,961. Once the total amount of said Exemption has reached \$1,610,961, the percentage of the Exemption shall be reduced to zero and this Agreement shall terminate at the end of the Fiscal Year in which the Exemption is reduced to zero.
5. The Assessor shall remit to the Company annually, by December 31<sup>st</sup>, a statement of the amount of the exemption for each fiscal year of this TIF Agreement.



6. The Company is a registered manufacturer by the Massachusetts Department of Revenue and is exempt from paying municipal personal property taxes.

## **B. THE COMPANY'S OBLIGATIONS**

The Exemption granted to the Company by the Town hereby is in consideration of the Company's following commitments:

1. The Company shall retain at least 771 permanent full-time jobs in Andover for the duration of this Agreement (as determined by the annual report submitted pursuant to Section B.5 below). In addition to retaining the 771 permanent full-time jobs in Andover, the Company shall create 40 new permanent full-time jobs at 400 Federal Street over a five (5) year period commencing in the first year of the Exemption Term. The Company's job retention and creation plans shall be outlined in the Employment & Job Creation section of the EDIP Local Incentive-Only Application to be submitted to the State in connection with the Company's request for a TIF exemption, which when submitted and approved, shall be deemed to be incorporated by reference in this Agreement.
2. Provided the Company receives the necessary and appropriate governmental and regulatory approvals to do so, it shall construct an approximately 87,000 square foot manufacturing facility (and not less than 80,000 square feet or, if less, the maximum square footage approved by the Town) at the Property, adjacent and attached to the Company's existing manufacturing facility.
3. The Company plans to invest in the Project approximately \$33.5 million, including approximately \$20.5 million for hard and soft construction costs and approximately \$13 million for machinery and equipment. The Company expects to complete the Project by March 31, 2021, and in the event of construction delays no later than March 31, 2022.
4. Subject to applicable law, the Company will use reasonable efforts, including, but not limited to, cooperating with the Massachusetts Executive Office of Labor and Workforce Development in order to identify and to hire qualified residents from Andover or the Merrimack Valley to fill vacancies within the Company for Andover-based jobs as they develop.
5. The Company shall submit an annual report pursuant to General Laws Chapter 23A, Section 3F to the Massachusetts Economic Assistance Coordinating Council ("EACC") through the Commonwealth's on-line portal for each year of the Application designation. The annual report shall include the number of jobs that the Company has created and retained, and value of the Property capital investments and other related items with respect to the Property annually and on a cumulative basis. The Company shall submit a report as required by General Laws Chapter 40, Section 59(viii) to the Town Clerk and EACC.
6. Subject to the provisions of this Agreement, the Company shall pay all real estate taxes owed to the Town relating to the Property in a timely fashion. The Company shall also pay the real estate taxes as assessed by the Town on any partial construction completion in full and in a timely manner.

7. The Company agrees that the Town has the right to petition the EACC to decertify the Certified Project and to revoke this Agreement if the Town acting through its Board of Selectmen, determines that the Company has failed in a material way to meet any particular obligations as set forth in this Agreement, subject to the provisions of this Section B.7 and the further provisions below. Prior to taking any action to request decertification of the Project by the EACC, the Town shall give written notice of the alleged default to the Company and provide them an opportunity to meet with the Town officials to discuss a remedy for the alleged default. The Company shall have thirty (30) days from the receipt of such written notice to respond to the Town regarding any alleged default and one hundred twenty (120) days from the receipt of such written notice to remedy such alleged default.

Prior to filing any such petition for decertification the Town shall schedule a public hearing before the Board of Selectmen and at said hearing, the Town shall consider general economic conditions, regional or industry issues affecting the Company directly or indirectly, the Company's potential ability to meet hiring projections, and any other relevant factors. If the Town, acting by its Board of Selectmen, is satisfied that the Company has made a good faith effort to meet its obligations under this Agreement, the parties will attempt to negotiate a mutually acceptable and reasonable resolution, which may result in amendments to the terms of the Agreement, prior to the Town filing a de-certification petition.

8. In the event of any de-certification by the EACC, the Town shall discontinue the Exemption benefits described above, and the Company, its successors, assigns and subsequent owners of the Property shall be obligated to pay property taxes on the full value of the new construction commencing with the fiscal year immediately following the year for which the Company has so failed to meet its obligations.
9. In addition to discontinuance of benefits as set forth in Paragraph B.8 above, if the Agreement is decertified because the Company has failed to retain the 771 jobs in any year during the term of this Agreement, as required in Paragraph B.1 hereof, then pursuant to Massachusetts General Laws Chapter 23A, Section 3F(e), the Town may recapture the value of the real estate taxes not paid due to the Exemptions provided herein. Said recapture shall be made through a special assessment on the Company in the municipal fiscal year that follows the EACC's decision to revoke project certification. The assessment, payment, and collection of said special assessment shall be governed by procedures provided for the taxation of omitted property pursuant to Massachusetts General Laws Chapter 59, Section 75, notwithstanding the time period set forth in said Chapter 59 for which omitted property assessments may be imposed for each of the fiscal years included in the special assessment.
10. The matters described in this Agreement as obligations of the Company are only conditions to the eligibility for tax exemptions under this Agreement and the Town's sole remedies for failure by the Company to satisfy any of its obligations and conditions of this Agreement, with the exception of its obligations to timely pay all real estate taxes, are the procedures set forth in paragraphs B.7 through B.9 above.

### C. ADDITIONAL PROVISIONS

1. Pursuant to the provisions of Chapter 40, Section 59 of the Massachusetts General Laws and applicable regulations, this Agreement shall be binding upon the Company, its successors, assigns, and subsequent owners of the Property, so long as the Project has not been decertified by the EACC. The Company may convey, assign or otherwise transfer its real estate interests in the Property to a wholly owned subsidiary or affiliate without prior approval of the Town. The Company shall provide prior notice to the Town of any such transfer and both the Company and the new Property owner shall provide all reasonably requested assurances to the Town in writing regarding compliance with this Agreement by the new owner. However, the Company may not otherwise convey, assign or transfer this TIF, or its rights hereunder to another party, whether by the sale of a majority of its voting stock, merger, acquisition or through a transaction or series of transactions the result of which is to transfer control of the Company or the Property, without giving prior notice of this Agreement to such assignee and without the express and advance written consent of the Town, which consent may not be unreasonably withheld or denied by the Town. In the case of such denial by the Town, the Town may petition the EACC for decertification as provided above.
2. The Town and the Company acknowledge and agree that there is no public construction contemplated by this Agreement and, therefore, no betterment schedule referred to in Massachusetts General Laws Chapter 40, Section 59 is required. This Agreement and the Tax Increment Financing Exemption provided for hereunder shall apply only to the Property. No other building at 400 Federal Street shall be eligible for a Tax Increment Financing Exemption unless specifically approved by Andover Town Meeting.
3. This Agreement is governed by the laws of the Commonwealth of Massachusetts. If any provision of this Agreement shall be found invalid for any reason, such invalidity shall be construed as narrowly as possible and the balance of this Agreement shall be deemed to be amended to the minimum extent necessary to provide to the Town and the Company substantially the benefits set forth in this Agreement.
4. This agreement is subject to Massachusetts General Laws Chapter 23A, Sections 3A to 3F, Chapter 40, Section 59, and Chapter 59, Section 5, Clause Fifty-first and the applicable regulations thereto.
5. The time within which the Company shall be required to perform any of its obligations under this agreement shall be extended in the event the performance of such obligation is delayed by a force majeure event such as an act of God, earthquake, fire, act of terrorism, war, labor dispute, delay or restriction by a government body, or any other cause beyond the reasonable control of the Company.
6. All notices permitted or required under the provisions of the Agreement shall be in writing, and, if from the Company, signed by an authorized officer, and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier to the addresses listed below or at such other address as may be specified by a party in writing and served upon the other in accordance with this section. Such notices shall be deemed given when delivered or when delivery is refused.



If intended for the Town, addressed to:

Town of Andover  
Office of the Town Manager  
36 Bartlett Street  
Andover, MA 01810  
Attention: Andrew Flanagan

with copies concurrently delivered to:

Town of Andover  
Division of Community Development and Planning  
36 Bartlett Street  
Andover, MA 0110  
Attention: Paul Materazzo

If intended for the Company, addressed to:

Vicor Corporation  
25 Frontage Road  
Andover, MA 01810  
Attention: James A. Simms, CFO, Treasurer & Secretary

7. The Company agrees to allow the Town to monitor compliance with this Agreement. The Company shall provide to the Town, upon reasonable request, access to such information as the Town may deem necessary to monitor the Company's compliance.
8. This Agreement shall not be binding, and shall not go into effect until fully executed by the parties thereto, and until such time as this Agreement has been approved by the Massachusetts Economic Assistance Coordinating Council.

SIGNATURES FOLLOW ON NEXT PAGE

WITNESSETH the execution and delivery of this Agreement by the parties hereto as of the date first above written.

**TOWN OF ANDOVER BOARD OF SELECTMEN**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

VICOR CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

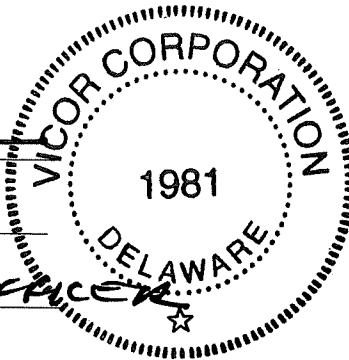
James A. Simms

Title: \_\_\_\_\_

CHIEF FINANCIAL OFFICER

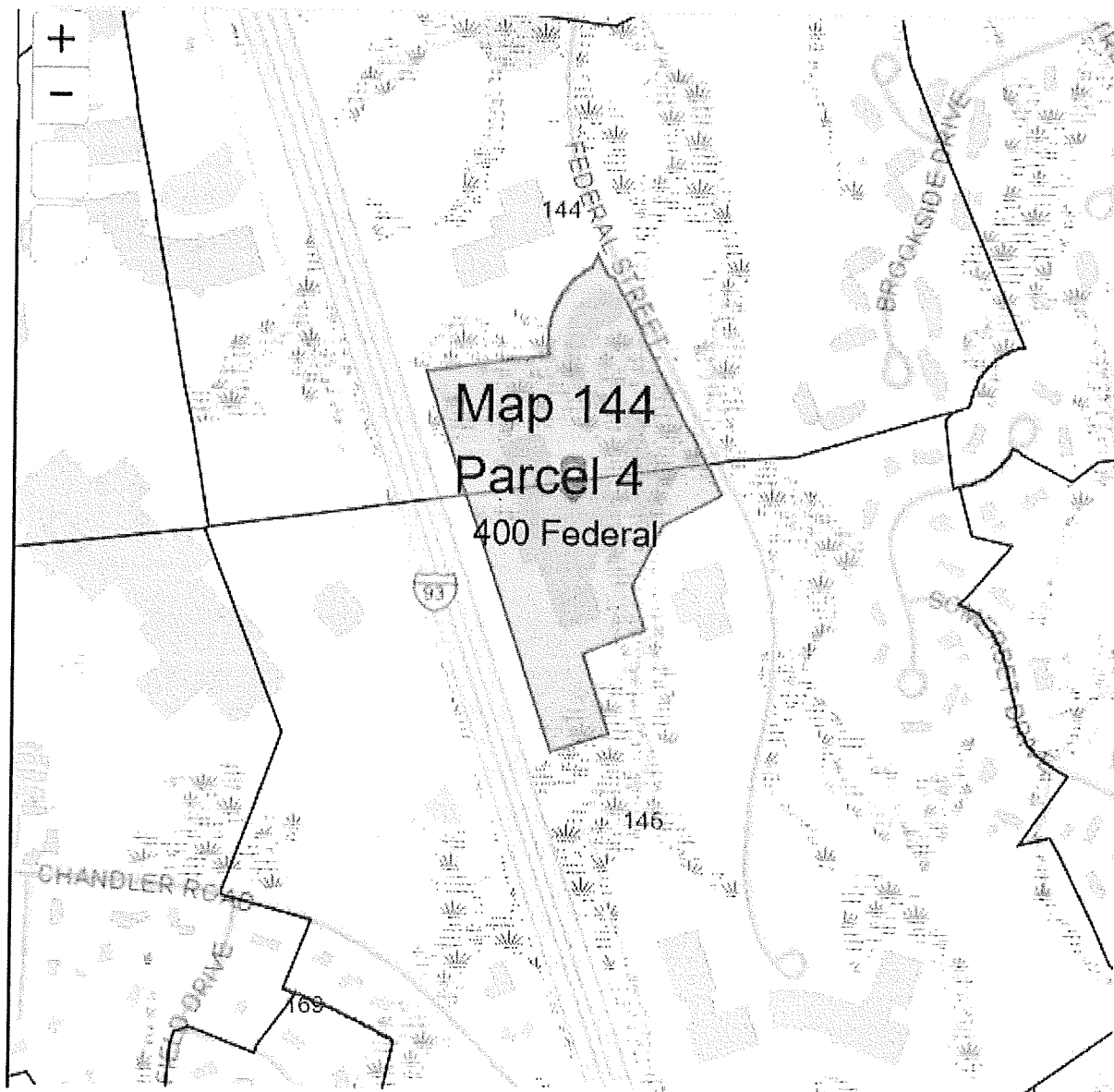
Date: \_\_\_\_\_

5/7/19



# ATTACHMENT

## Property Map







COMMONWEALTH OF MASSACHUSETTS  
ECONOMIC ASSISTANCE COORDINATING COUNCIL  
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

**Economic Development Incentive Program (EDIP)**  
**LOCAL INCENTIVE-ONLY APPLICATION**

A complete application with all required attachments must be submitted in electronic form to your MOBD Regional Director by 5:00 P.M. on the [application deadline date](#). A hardcopy with original signatures and attachments must be postmarked no later than 1 day after the submission deadline and mailed to: EDIP Manager, MOBD, 136 Blackstone Street, 5<sup>th</sup> Floor, Boston, MA 02109. **Applications that are incomplete or submitted after the deadline will not be considered at the scheduled EACC meeting, without exception.**

For assistance with this application please work with your MOBD Regional Director, local municipal officials and refer to the [EDIP Guidelines](#) and [402 CMR 2.00](#).

PART I. COMPANY OVERVIEW						
1. COMPANY INFORMATION						
Company Name:	Vicor Corporation and its affiliates (Alternatively, "Vicor" or the "Company")					
Project Location Address:	Street Address:	400 Federal Street				
	City:	Andover	MA	Zip Code:	01810	
FEIN # (Federal Employer Identification Number):	04-2742817					
DUA # (Dept. of Unemployment Assistance)	79-496290					
2. COMPANY CONTACT						
Executive Officer/ Company Designee:	Full Name:	James A. Simms	Title:	Chief Financial Officer, Treasurer and Secretary		
Contact (if different from above)	Full Name:	Same	Title:			
Contact Address:	Street Address:	25 Frontage Road				
	City:	Andover	State:	MA	Zip Code:	01810
Telephone Number:	978-749-3215					
Email Address:	<a href="mailto:jsimms@vicorpower.com">jsimms@vicorpower.com</a>					

### 3. COMPANY DESCRIPTION & HISTORY

**Please provide a brief description and history of the company.**

Founded in 1981 and headquartered in Andover, Massachusetts, Vicor is a leading global developer and manufacturer of electronic power converters used for diverse and demanding applications. The Company is renowned for its extensive portfolio of patented technologies in the industry of modular power components and complete power systems. The Company's customers come from a wide range of high-performance markets, including aerospace, communications and computing, industrial, automobile, and other sectors. Vicor offers a portfolio of 72,000 products and services more than 12,000 customers worldwide.

As an advanced manufacturing leader with a notable global presence, Vicor is proud to be one of the largest employers and manufacturers in Andover. The Company has enjoyed being part of the community for 35 years.

As a highly-acclaimed global innovation and technology leader, the Company has received many accolades and awards. Vicor's CEO, Patrizio Vinciarelli, was recently awarded *the 2019 IEEE William E. Newell Power Electronics Award* for his "visionary leadership in the development of high-efficiency, high-power-density power conversion components for distributed power system applications." Vicor is also committed to sustainability and social responsibility in all of its operations in the U.S. and throughout the world.

Vicor has a longstanding history of community involvement and is dedicated to supporting many local programs in Andover and across the region. The Company's commitment to education is demonstrated through its participation in Andover High School's annual engineering conference and the co-op opportunities it offers through UMass Lowell and Merrimack College. Vicor also supports the Andover Christmas Parade, the Boys and Girls Club, the Vision Program for individuals with disabilities, and other local non-profit organizations and programs. In addition, the Company and its employees spend an estimated \$3 million annually on products and services purchased from local businesses.

## PART II. ECONOMIC DEVELOPMENT PROJECT

### 1. NATURE & PURPOSE OF PROPOSED PROJECT

**Please provide a description of the proposed expansion project. Additionally, please explain why the local incentives are necessary for this project to move forward.**

Vicor currently owns and operates its 84,767 square foot global headquarters and its 226,676 square foot manufacturing facility, both in Andover, and maintains properties in other parts of the U.S. and the globe.

As a result of the Company's continued growth and increased demand for its products, Vicor has a need to expand its manufacturing operations. Through its real estate advisors, Vicor has conducted a real estate site search in Massachusetts and out-of-state, and an on-site expansion at the Andover manufacturing site is under consideration as a viable option.

COMMONWEALTH OF MASSACHUSETTS  
ECONOMIC ASSISTANCE COORDINATING COUNCIL  
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

The proposed project consists of constructing an estimated 87,000 square foot (and not less than 80,000 square feet or, if less, the maximum square footage approved by the Town), two-story, on-site manufacturing expansion. The project investment is estimated at \$33.5 million, including \$20.5 million in hard and soft construction costs and \$13 million for machinery and equipment.

The proposed project is critical for Vicor to remain a global innovation and technology manufacturing leader in a competitive market, retain its skilled workforce and attract new talent. The requested incentives are essential in order to reduce the Company's anticipated investment and move the project forward.

## 2. PROJECT TIMELINE

(a) Please indicate the date a Letter of Intent was sent to the municipality and cc: MOBD Regional Director:	(b) Date the applicant expects to begin the project:	(c) Date the applicant expects to complete the project:	(d) Date the applicant expects to open the facility:
03/14/2019	09/30/2019	3/31/2021	6/30/2021

**Additional Information** (if necessary) **on Project Timeline:** Vicor has proposed plans to expand at its current Andover manufacturing facility. The project plan consists of beginning construction during the third quarter of 2019. The Company plans to complete construction by the end of the first quarter of 2021 and occupy the building during the second quarter of 2021. In the event of construction delays, the Company plans to complete construction no later than first quarter 2022 and occupy the building during the second quarter of 2022.

## 3. PRIVATE INVESTMENT

Total Projected Private Investment:	\$33,500,000
-------------------------------------	--------------

**Additional Information** (if necessary) **on Investment:**

## 4. MASSACHUSETTS EMPLOYMENT

(a) Is the applicant new to Massachusetts?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
(i) If no, where are the existing Massachusetts facilities?	25 Frontage Road Andover, MA 01810  400 Federal Street Andover, MA 01810	N/A <input type="checkbox"/>
(b) Will the proposed economic development project require and/or trigger the closing or consolidation of any Massachusetts facilities or the elimination of any other jobs currently in Massachusetts? If yes, please give location of facility and explain.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>  <b>If yes, please explain:</b>	



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## 5. EMPLOYMENT & JOB CREATION

### (a) *Vicor Corporation*

#### EXISTING EMPLOYMENT AT PROJECT LOCATION

**Please indicate the number of Permanent Full-Time Jobs to be created in total and by year.** If job creation timeline exceeds five years, please complete the “Extended Job Creation Schedule” and attach as an addendum.

(i) Permanent Full-Time Employment at Project Location at Date of Application:	(ii) Permanent Full-Time Employees to be Transferred from other Massachusetts Site to Project Location:	(iii) Total Permanent Full-Time Existing Jobs to be Retained at Project Location (sum of questions 5 (a) i. & ii.):
562	0	562

**Notes (if necessary) on Current Project Location Employment:** The Company plans to retain a total of 771 full-time jobs in Andover consisting of 209 full-time jobs located at its corporate headquarters and 562 full-time jobs located at its manufacturing facility.

### (b) *Vicor Corporation*

#### JOB CREATION SCHEDULE AT PROJECT LOCATION

Permanent Full-Time Jobs to be Created (net new to facility and Massachusetts):	2021	2022	2023	2024	2025
40	2	3	5	10	20

**Notes (if necessary) on Job Creation:** The Company plans to create 40 new, permanent full-time jobs over a 5-year period. The positions would require a blend of talents and skills, such as manufacturing, quality control, engineering, and purchasing and planning.

## 6. FACILITY

<b>(a)</b> Will the applicant own or lease/rent the facility where the business expansion/relocation will occur?	Lease <input type="checkbox"/> Own <input checked="" type="checkbox"/>	
<b>(i)</b> If leasing/renting, identify the developer/landlord and state who will be the taxpayer of record for purpose of paying local real estate taxes?		
<b>(b)</b> Is the site of the facility a 43D Preferred Development Site (PDS)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, name site:	N/A <input type="checkbox"/>
<b>(c)</b> Does the applicant intend to utilize the Commonwealth’s Abandoned Building Deduction? <b>Please note:</b> To be eligible for the deduction the building the applicant plans to inhabit must have been at least 75% vacant or unused for 24 months or more.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, name vacancy percentage and duration:	N/A <input checked="" type="checkbox"/>

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<b>PART III. LOCAL INCENTIVE AGREEMENT INFORMATION</b>					
<b>Please work with the local municipality and your MOBD Regional Director in completing the below section.</b>					
<b>1. MUNICIPAL CONTACT</b>					
Municipal Contact:	Full Name:	Andrew P. Flanagan	Title:	Town Manager	
Contact Address:	Street Address:	36 Bartlet Street			
	City:	Andover	MA	Zip Code:	01810
Telephone Number:	978-623-8227				
Email Address:	aflanagan@andoverma.gov				
<b>2. LOCAL INCENTIVE AGREEMENT</b>					
(a) Type of Local Incentive:	<input checked="" type="checkbox"/> <b>Tax Increment Financing (TIF) Agreement</b> <input type="checkbox"/> <b>Special Tax Assessment (STA)</b>				
i) Duration of Local Incentive:	6-year Local Incentive capped at \$1,610,961 of the real estate tax exemption.				
ii) Exemption Schedule of Local Incentive:	100-90-80-80-75-75				
iii) Start & Expiration Date of Local Incentive:  If Agreement commences upon certificate of occupancy please check box:	<b>Start Date:</b> <b>Expiration Date:</b>  <input checked="" type="checkbox"/> Local Incentive Agreement commences as outlined in the TIF Agreement.				
iv) Date Municipality Approved Local Tax Incentive or Date of Scheduled Vote:	April 30, 2019				
<b>(b) Attachment A: Local Incentive Agreement</b> Please attach a signed copy of the TIF or STA Agreement.					Attached <input checked="" type="checkbox"/>
<b>(c) Attachment B: Municipal Vote by Authoritative Body Approving Incentive</b> Please attach a copy of the vote approving the local incentive.					Attached <input checked="" type="checkbox"/>
<b>(d) Attachment C: Municipal Vote by Authoritative Body Approving submission of application of the Economic Assistance Coordinating Council (EACC)</b>					Attached <input checked="" type="checkbox"/>
<b>(e) Exhibit 1: Local Incentive Valuation</b> Please complete the attached exhibit detailing the estimated property tax exemption over the life of the agreement.					Complete <input checked="" type="checkbox"/>

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**PART IV. LABOR AFFIRMATION & DISCLOSURES**

**1. CERTIFICATION OF STATE & FEDERAL EMPLOYMENT LAWS**

☒ As an applicant requesting Certified Project approval, Vicor Corporation affirms (**check box**) that this business will not unlawfully misclassify workers as self-employed or as independent contractors, and certifies compliance with applicable state and federal employment laws and regulations, including but not limited to, minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.

☒ As an applicant requesting Certified Project approval, Vicor Corporation affirms (**check box**) that this business will not knowingly employ developers, subcontractors, or other third parties that unlawfully misclassify workers as self-employed or as independent contractors, or that fail to comply with applicable state and federal employment laws and regulations, including but not limited to, minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.

**2. COMPANY DISCLOSURE**

**Within the past five years, has the applicant or any of its officers, directors, employees, agents, or subcontractors of which the applicant has knowledge, been the subject of (if yes, please provide details):**

(a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law;

Yes ☐ No ☒

**Details:**

(b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or

Yes ☐ No ☒

**Details:**

(c) any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed "serious or willful?"

Yes ☐ No ☒

**Details:**



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V. AUTHORIZATION & CERTIFICATIONS	
1. CERTIFICATE OF GOOD STANDING	
<p><b>Provide proof of good tax standing in the Commonwealth of Massachusetts via a <u>Massachusetts Department of Revenue</u> Certificate of Good Standing for each of the businesses intending to take advantage of the state tax incentives.</b></p> <p><i>*Applications will not be reviewed by the Economic Assistance Coordinating Council until a Certificate of Good Standing has been received.</i></p> <p>To obtain a Certificate of Good Standing visit: <a href="https://www.mass.gov/dor/e-services/masstaxconnect.html">https://www.mass.gov/dor/e-services/masstaxconnect.html</a></p>	<p>Attached <input checked="" type="checkbox"/></p> <p><b>Date of DOR Application for Certificate of Good Standing: 4/4/19</b></p>

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**2. APPLICATION AUTHORIZATION, CERTIFICATION & ACKNOWLEDGEMENT**

*I, James A. Simms, Chief Financial Officer, Treasurer and Secretary, (names and titles) of the applicant businesses applying for "Certified Local Incentive-Only Project" status from the Commonwealth of Massachusetts, Economic Assistance Coordinating Council, hereby certify that I/we have been authorized to file this application and to provide the information within and accompanying this application and that the information provided herein is true and complete and that it reflects the applicant's intentions for investment, job creation and sales to the best of my/our knowledge after having conducted reasonable inquiry. I/We understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to approve "Certified Local Incentive-Only Project" status and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the Certified Local Incentive-Only Project if the Commonwealth discovers that the applicant intentionally provided misleading, inaccurate, or false information. I/We make this certification under the pains and penalties of perjury. I/we agree to submit a Calendar Year Annual Report to the Massachusetts Office of Business Development to give updates on the progress of the project.*

*The signatories also hereby acknowledge that, under the Public Records law of the Commonwealth of Massachusetts, this application and all documents submitted in support thereof are public records under the provisions of Massachusetts G. L., Ch. 4, sec. 7 (26).*

**Signed:**

---

**Name**

**Date**

James A. Simms

Chief Financial Officer, Treasurer and Secretary

---

**Name**

**Title**

COMMONWEALTH OF MASSACHUSETTS  
ECONOMIC ASSISTANCE COORDINATING COUNCIL  
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

**3. DEPARTMENT OF UNEMPLOYMENT ASSISTANCE CONSENT FOR DISCLOSURE OF  
WAGE REPORTING INFORMATION**

**Consent for the Disclosure of Wage Reporting Information for Federal Employment Identification  
Number (FEIN): 04-2742817**

**Division of Unemployment Assistance (DUA) Number: 74-496290**

*I, James A. Simms, a duly authorized representative of Vicor Corporation and of all the other businesses listed in this Local Incentive-Only Application (hereinafter "Employer"), hereby releases and gives authority to the Massachusetts Department of Unemployment Assistance, pursuant to G.L. c. 151A, §46(1), to provide the Economic Assistance Coordinating Council, upon its request, with the Employer's information, including but not limited to, wage reporting information, that is (a) necessary to verify the amount and tax year in which the Employer claims any of the Tax Incentives awarded in the Economic Development Incentive Program or Employer's fulfillment of job creation and job retention commitments as indicated in the supplemental application and job chart, or (b) otherwise necessary to ensure the proper operation or enforcement of this Agreement or the Program.*

*This authorization is effective upon date of signature and will be valid until superseded by a subsequent application or revoked in writing.*

**Signed:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

James A. Simms

Chief Financial Officer, Treasurer and Secretary

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



**Local Incentive Valuation for Vicor Corporation  
Andover, MA**

<b>FY</b>	<b>Municipal Tax Rate Per Thousand</b>	<b>Incremental Assessed Value</b>	<b>Projected Annual RE Property Tax Bill for Incremental Assessed Value</b>	<b>TIF/STA Yearly Exemption %</b>	<b>Exempted Annual RE Property Taxes</b>	<b>Exempted Annual Personal Property Taxes</b>	<b>Total Yearly Value of Local Tax Incentives</b>
1	\$27.51	11,711,800	322,192	100%	\$322,192	\$0	\$322,192
2	\$27.51	11,711,800	322,192	90%	\$289,973	\$0	\$289,973
3	\$27.51	11,711,800	322,192	80%	\$257,754	\$0	\$257,754
4	\$27.51	11,711,800	322,192	80%	\$257,754	\$0	\$257,754
5	\$27.51	11,711,800	322,192	75%	\$241,644	\$0	\$241,644
6	\$27.51	11,711,800	322,192	75%	\$241,644	\$0	\$241,644
				<b>TOTALS</b>	<b>\$1,610,961</b>	<b>\$0</b>	<b>\$1,610,961</b>

Note: In Massachusetts, Proposition 2½ operates at the level of a municipality's total tax levy. Due to Proposition 2½, it is impossible to make reliable projections for individual parcels, whose taxes may increase much more or much less than the municipality.

Total Yearly Value of Local Tax Incentives minus PILOT = N/A

## MOTION

Vicor TIF Agreement and Application to the Massachusetts Economic Assistance Coordinating Council

I move to approve and sign the Tax Increment Financing Agreement between the Town of Andover and Vicor Corporation and to approve the submission of Vicor Corporation's EDIP Local Incentive Only Application to the Massachusetts Economic Assistance Coordinating Council in accordance with the provisions of M.G.L. Chapter 23A, Sections 3(A) and 3(C), and as authorized by vote of the Town of Andover Special Town Meeting on April 30, 2019.

JOHNSON &  
BORENSTEIN, LLC  
ATTORNEYS AT LAW

12 Chestnut Street  
Andover, MA 01810-3706  
Tel: 978-475-4488  
Fax: 978-475-6703  
www.jblclaw.com  
mark@jblclaw.com

Mark B. Johnson (MA, NH, DC)  
Donald F. Borenstein (MA, ME, NH)

Rachel Davis Baime (MA)  
Gregory R. Richard (MA, NH)  
Kathleen M. Heyer (MA, NH)  
Thomas D. Orr (MA)

Of Counsel  
Robert W. Lavoie (MA, NH)  
Lorri S. Gill (MA)

Paralegals  
Karen L. Bussell  
Danielle R. Corey  
Lianne Patenaude  
Ellen M. Melvin  
Tina M. Wilson

April 18, 2019

Andrew Flanagan, Town Manager  
Town of Andover  
36 Bartlet Street  
Andover, MA 01810

Re: Preservation Restriction of 147 Lovejoy Road, also known as Lot B,  
290 Lowell Street

Dear Andrew:

Enclosed you will find the following documents:

1. The Preservation Restriction executed by the owner as well as the Andover Preservation Commission;
2. A letter from Michael Steinitz from the Massachusetts Historical Commission approving the Preservation Restriction;
3. A letter from Daniel Gelinas, P.E. certifying that the historic structure that was at 58 Haverhill Street has been moved to 147 Lovejoy Road;
4. A letter from the Building Inspector indicating that the historical structure formerly located at 58 Haverhill Street has been successfully relocated onto the foundation at 147 Lovejoy Road.

This property is known as both 290 Lowell Street (Lot B) as well as 147 Lovejoy Road.

I would appreciate it if you could place this on the Selectmen's Agenda for Monday night for their approval and execution so that it can be returned to the Massachusetts Historic Commission for their signature.

Andrew Flanagan, Town Manager

April 18, 2019

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Should you have any questions, please feel free to contact me.

Very truly yours,

JOHNSON & BORENSTEIN, LLC

Mark B. Johnson

MBJ/mf  
Enclosures





**The Commonwealth of Massachusetts**  
William Francis Galvin, Secretary of the Commonwealth  
Massachusetts Historical Commission

April 18, 2019

Rachel Davis Baime, Esq.  
Johnson & Bornestein, LLC  
12 Chestnut St  
Andover MA 01810-3706

RE: Preservation Restriction Agreement, 290 Lowell Street, Lot B (aka Robinson-Cohen-Barrett House),  
Andover, Massachusetts (MHC #ANV.1312)

Dear Ms. Baime:

Staff of the Massachusetts Historical Commission (MHC) have reviewed the revised Preservation Restriction Agreement for the above-referenced property received April 16, 2019, incorporating baseline photographic documentation (as Exhibit G) of the subject House (aka Robinson-Cohen-Barrett House) successfully relocated onto a new foundation at 290 Lowell Street, Lot B.

The MHC is prepared to approve the Preservation Restriction Agreement for 290 Lowell Street, Lot B, Andover, conditional upon incorporation of the following comments:

On review of Exhibit G and the terms of the Agreement, it became evident that some clarification of Term 16 is needed as follows:

**16. BASELINE DOCUMENTATION:** Following completion of the work authorized by the Andover ZBA Decision No. Z-17-104 as amended by ZBA Decision No. Z-18-144, Grantor shall record promptly a set of high resolution photographic documentation images depicting in detail the exterior appearance of the House, said photographic documentation to be filed with and maintained by the Town of Andover and the Andover Preservation Commission in archival quality print and digital electronic format at Town of Andover municipal offices, together with a numbered list of the photographs indicating photographic view and date taken, said photographic documentation to be used in the administration and enforcement of the Purpose and terms of this Preservation Restriction Agreement. Said baseline documentation when filed shall be incorporated herein by this reference as a supplemental addition to the Pre-Rehabilitation Photographs presently attached hereto and incorporated herein by reference as **Exhibit G**. An additional copy of the baseline documentation shall be filed with the Massachusetts Historical Commission.

With the above final revision the Agreement may be executed by Grantor and Grantee signatories and the complete original executed Agreement (or multiple originals if they are created), with all Exhibits, may be forwarded to MHC for signature approval. No further review by MHC is required prior to execution. Before sending to MHC please review to assure that all notary signature verifications have been fully and correctly completed, with the notary positively identifying the form of identification used to verify the

identity of the signatory. Notary errors are common, and the MHC will not approve restrictions with any irregularities in the signature verifications. Once approved, MHC will return to you for recording at the registry of deeds. Once recorded we ask that you return to MHC a registry facsimile copy of the complete agreement showing book-and-page and date-received stamps for our files.

Please don't hesitate to contact me with any questions regarding the comments included in this letter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Michael Steinitz', with a stylized, cursive script.

Michael Steinitz  
Deputy State Historic Preservation Officer  
Director, Preservation Planning Division  
Massachusetts Historical Commission

Xc: Karen Herman, Andover Historic Preservation Commission



Daniel L. Gelinas, MS, PE, SECB

Phone: 978-465-6436

Email: danlg@gelinasstructural.com

579A North End Blvd. | Salisbury, MA 01952-1738 | www.gelinasstructural.com

April 12, 2019

O'Brien Homes Inc.  
Attn: Kevin O'Brien  
PO. Box 1662  
Andover, MA 01810

SUBJECT: Historic Structure Walkthru\_58 Haverhill St\_Andover, MA\_Job#17261

Dear Mr. O'Brien:

Thank you for the opportunity to work with you on this project. Per your request, Gelinas Structural Engineering LLC (GSE or Gelinas) has performed a walk thru visit at the residence listed above on 3.5.19 & 4.10.19 to review the foundation and framing of the relocated historic structure. The results of the structural observations are as follows:

- 1.) Site Observations of the historic framing in place on its new foundation
- 2.) Letter sealed MA P.E. stating the Historic structure
  - a. Has been moved to 147 Lovejoy Rd.
  - b. Has been placed onto its new foundation
  - c. All temporary supports have been removed
  - d. With the field installation of OSB sheathing at two perpendicular interior walls to act as buttress shear walls
  - e. It is Gelinas' opinion the framing & foundation satisfy the structural intent of the IRC 2015 as amended by the Massachusetts State Residential Code 9<sup>th</sup> Edition Addendum

Please call with any questions, Cell: 978-360-2562, Office: 978-465-6436  
E-mail: [DanLG@GelinasStructural.com](mailto:DanLG@GelinasStructural.com)

Very truly yours;

A handwritten signature in blue ink that reads 'Daniel L. Gelinas'.

Daniel L. Gelinas, P.E.

U\_Letter of Struc Walkthru\_58 Haverhill St\_Andover, MA\_Job#17261.doc





# TOWN OF ANDOVER

Town Offices  
36 Bartlet Street  
Andover, MA 01810  
(978) 623-8620  
[www.andoverma.gov](http://www.andoverma.gov)

DATE: April 11, 2019

TO: Kevin O'Brien

FROM: Chris Clemente, Inspector of Buildings

RE: Placement of Historic Structure on Foundation at 147 Lovejoy Rd.

---

Please allow this memorandum to serve as confirmation that the historic structure formerly located at 58 Haverhill St. (Parcel 18 Lot 13) has been successfully relocated onto the foundation at 147 Lovejoy Rd. (Parcel 134 Lot 4D).



Original

(Space Above this Line Reserved for Registry of Deeds)

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### PRESERVATION RESTRICTION AGREEMENT

The parties to this Agreement are the Town of Andover, by and through the Andover Preservation Commission located at 36 Bartlett Street, Andover, Massachusetts, hereinafter referred to as the Grantee, and O'Brien Homes, Inc. having a place of business at 18 Cassimere St, Andover, MA, hereinafter referred to as the Grantor.

WHEREAS, the Grantor is the owner in fee simple of certain real property with improvements thereon known as the John Robinson-Alexander E. Cohen House located at 290 Lowell Street in Andover, Massachusetts, hereinafter referred to as the "Parent Parcel", which is described in Grantor's Deed recorded at the Northern Essex Registry of Deeds in Book 14112, Page 167, and in **Exhibit A**, attached hereto and incorporated herein by this reference. The Parent Parcel is further described as Lot 171 on a plan entitled "Plan of Land in Andover, Mass. As Subdivided by John Philip Enterprises, Inc.", dated March 2, 1960, prepared by Clinton F. Goodwin, Registered Professional Engineer, and recorded at the Northern Essex Registry of Deeds as Plan Number 4164. A copy of said plan is attached hereto and incorporated herein by reference as **Exhibit B**. The portion of the Parent Parcel containing the John Robinson-Alexander E. Cohen House, said portion hereinafter referred to as the "Premises", is depicted as Lot B on a plan entitled "Plan of Land in Andover, Mass. Prepared for O'Brien Homes, Inc.", dated October 12, 2017, prepared by Andover Consultants, Inc., a copy of which is attached

hereto and incorporated herein by reference as **Exhibit C**. For Grantor's title see Deed recorded at the Northern Essex Registry of Deeds in Book 14112, Page 167;

WHEREAS, the Grantor wishes to impose certain restrictions, obligations and duties upon it as the owner of the Premises and on the successors to its right, title and interest therein, with respect to maintenance, protection, and preservation of the John Robinson-Alexander E. Cohen House (the "House") located on the Premises in order to protect the architectural, archaeological and historical integrity thereof;

WHEREAS, the Grantee is a government body organized under the laws of the Commonwealth of Massachusetts and is authorized to accept these preservation restrictions under the Act;

WHEREAS, the Preservation Restriction is in accordance with the Andover Zoning Board of Appeals ("ZBA") Decision No. Z-17-104, dated December 8, 2017 as amended by ZBA decision Z-18-144 dated January 7, 2019;

WHEREAS, said House is an architecturally and historically significant structure meriting the protections of a perpetual Preservation Restriction Agreement under M.G.L. Chapter 184, §§ 31-33;

WHEREAS, the preservation of the Premises with the House is important to the public for the enjoyment and appreciation of its architectural, archaeological and historical heritage and will serve the public interest in a manner consistent with the purposes of M.G.L. Chapter 184, §§ 31, 32 and 33, hereinafter referred to as the Act; and

NOW, THEREFORE, for good and valuable consideration, the Grantor conveys to the Grantee the following preservation restrictions which shall apply in perpetuity to the Premises. These preservation restrictions are set forth so as to ensure the preservation of those characteristics which contribute to the architectural, archaeological and historical integrity of the relocated House- which was listed on the Andover Historic Building Survey in its previous location at 58 Haverhill Street- on the Premises (a copy of the inventory form is attached hereto as **Exhibit D**).

Characteristics which contribute to the architectural, archaeological and historical integrity of the House include, but are not limited to, the artifacts, features, materials, appearance, and workmanship of the House, including those characteristics which

originally qualified the House for listing in the Andover Historic Building Survey. The terms of the Preservation Restriction are as follows:

1. MAINTENANCE OF PREMISES: After the completion of the work authorized by the ZBA pursuant to Decision No. Z-17-104 as amended by ZBA Decision No. Z-18-144 dated January 7, 2019 and recorded with the Registry in Book 15750, Page 50, and which decisions are attached to this Agreement as **Exhibit E** and are hereby incorporated by reference, including subdividing the Parent Parcel into two parcels, one of which (Lot B the Premises) will contain the House, in substantial conformity with the Plot Plan prepared by Andover Consultants, Inc., dated October 12, 2017, on file with the ZBA (referred to herein as the “Plan”); the Grantor and its successors and assigns shall be responsible for the continued maintenance, repair and administration of the exterior of the House and Premises so as to preserve the characteristics which contribute to the architectural, archaeological and historical integrity of the House and Premises in a manner satisfactory to the Grantee according to the Secretary of the Interior’s “*Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings*” (36 C.F.R. 67 and 68), as these may be amended from time to time (hereinafter “the *Secretary’s Standards*”).” The Grantor may seek financial assistance from any source available to it. The Grantee does not assume any obligation for maintaining, repairing or administering the Premises.

2. INSPECTIONS: The Grantor agrees that the Grantee may inspect the Premises from time to time upon reasonable notice to determine whether the Grantor is in compliance with the terms of this Agreement.

3. INSURANCE. Grantor shall keep the Premises insured by an insurance company rated “A” or better by Best’s for the full replacement value against loss from perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. The Grantor shall deliver to the Grantee, within ten (10) business days of the Grantee’s written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Premises are encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

4. ALTERATIONS: The Grantor agrees that no exterior alterations, changes or additions shall be made to the House and Premises beyond those shown on the Plan, unless such alterations, changes or addition (a) is approved as a minor modification by the Andover Preservation Commission; (b) is authorized by the Andover ZBA Decision No. Z-17-104 as amended by ZBA Decision No. Z-18-144; (c) is clearly of minor nature and not affecting the characteristics which contribute to the architectural, archaeological or historical integrity of the House, or (d) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by the Grantor, (in its review the Grantee will apply the *Secretary's Standards* to all proposed work), or (e) required by casualty or other emergency promptly reported to the Grantee. Ordinary maintenance and repair of the House may be made without the written permission of the Grantee. For purposes of this section, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair shall be governed by the terms of the Restriction Guidelines relating to exterior of the structure, which are attached to this Agreement as **Exhibit F** and hereby incorporated by reference, provided, however that all work authorized by the ZBA pursuant to Decision No. Z-17-104 as amended by ZBA Decision No. Z-18-144 and the Plan approved by the ZBA in connection therewith shall be allowed. Notwithstanding anything to the contrary contained herein, Grantor shall have the right to make any renovations, alterations and/or changes to the interior of the House and to conduct minor routine landscaping activities on the Premises as defined by Restriction Guidelines without obtaining any consent or approval from the Grantee.

4.1 REVIEW OF GRANTOR'S REQUESTS FOR APPROVAL: Grantor shall submit to the Grantee for the Grantee's approval of activities proposed relative to the terms set out in Section 4 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Grantee a timetable for the proposed activity sufficient to permit the Grantee to monitor such activity. Within forty-five (45) days of the Grantee's receipt of any plan of written request for approval hereunder, Grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Grantee shall provide



Grantor with written suggestions for modification or a written explanation for the Grantee's disapproval. Any failure by the Grantee to act within forty-five (45) days of the receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Grantee of the plan or request as submitted and to permit Grantee to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this Section relating to deemed approval after the passage of time provided nothing herein shall be construed to permit Grantor to undertake any of the activities prohibited hereunder.

4.2 STANDARDS FOR REVIEW: In exercising any authority created by this Preservation Restriction Agreement to inspect the Premises, to review any construction, alteration, repair, or maintenance, or to review casualty damage or to reconstruct or approve reconstruction of the House or additions thereto following casualty damage, the Grantee shall apply the Secretary's Standards.

4.3 ALTERATION, ADDITION, AND MODIFICATION IN THE EVENT OF DAMAGE: In the event of damage to the historic structure, by natural causes or otherwise, such that the historic structure cannot be repaired, the Grantor will notify Grantee within fourteen (14) days of such damage and may perform temporary reconstruction, so as to prevent further damage. Subject to the conditions and requirements of Sections 4, 4.1, 4.2, 4.4 and 4.5 of this Preservation Restriction, Grantor may rebuild on the lot, provided that the new dwelling does not contain more than the same interior floor area as the historic structure, as it exists prior to the work authorized by ZBA Decision No. Z-17-104 as amended by ZBA Decision No. Z-18-144 and meets one of the following, (i) the new dwelling is placed in the existing footprint; or (ii) the new dwelling is built in conformity with the zoning side, front and rear setbacks in effect at the time of rebuilding.

4.4 CASUALTY DAMAGE OR DESTRUCTION: In the event that the House or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification shall include what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the House and to protect public safety, shall be undertaken by Grantor without Grantee's

prior written approval of the work. Within thirty (30) days of the date of damage or destruction, a report shall be prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Grantee, which report shall include the following: (i) an assessment of the nature and extent of the damage; (ii) a determination of the feasibility of the restoration of the House and/or reconstruction of damaged or destroyed portions of the House; and (iii) a report of such restoration/reconstruction work necessary to return the House to the condition existing at the date hereof.

4.5 REVIEW AFTER CASUALTY DAMAGE OR DESTRUCTION. If, after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee agree that the Purpose of the Preservation Restriction Agreement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the House in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee agree that restoration/reconstruction of the House is impractical or impossible, or agree that the Purpose of the Preservation Restriction would not be served by such restoration/reconstruction, Grantor, may with the prior written consent of the Grantee, demolish, remove or raze the House or construct new improvements on the Premises subject to the requirements of Section 4.1 and 4.2 of this Preservation Restriction Agreement and all in accordance with applicable laws and regulations. If after reviewing the report provided in Section 4.4 and assessing the availability of insurance proceeds after satisfaction of any mortgage's/lender's claims, Grantor and Grantee are unable to agree that the purpose of the Preservation Restriction Agreement will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect.

5. PROHIBITED ACTIVITIES: The following acts or uses are expressly forbidden on, over, or under the Premises, except as otherwise conditioned herein:

- a. after subdividing the Parent Parcel into two parcels, the House shall not be demolished, removed or razed except as provided in section 4, 4.1, 4.2 and 4.3, above;
- b. no new structures, including, but not limited to, satellite receiving dishes (small rooftop dishes excluded), camping accommodations or mobile homes, shall be erected or placed on the Premises hereafter except for temporary structures required for the maintenance or rehabilitation of the Premises, such as construction trailers;
- c. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Premises;
- d. the Premises shall not be divided or subdivided in law or in fact and the Premises shall not be devised or conveyed except as a unit; and,
- e. no above ground utility transmission lines, except those reasonably necessary to serve the House on the Premises, may be created on the Premises, subject to utility easements already recorded.

6. INDEMNIFICATION; TAXES; LIENS

6.1 Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend at its own cost and expense, Grantee, its agent, directors and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorney's fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person; physical damage to the Premises; the presence or release in, on, or about the Premises, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, pollution, or contaminating substance; or other injury or other damage occurring on or about the Premises, unless such injury or damage is caused by Grantee or any agent, trustee, employee, or contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this section, the amount of such indemnity, until discharged, shall constitute a lien on the Premises with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with the promissory note secured by the Premises.

6.2. TAXES: Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Premises unless Grantor timely objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation to pay such charges shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. Grantee is hereby authorized but in no event required or expected, to make or advance upon three (3) days prior written notice to Grantor in the place of Grantor, any payment relating to taxes, assessments, water rates, sewer rentals and other governmental or municipality charge, fine, imposition, or lien procured from the appropriate public office without inquiry into the accuracy of such bill, statement or assessment or into the validity of such tax, assessment, sale or forfeiture. Such payment if made by Grantee shall constitute a lien on the Premises with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Premises.

6.3 LIENS: Any lien on the Premises created pursuant to any paragraph of this Restriction may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien. Provided, however, that no lien created pursuant to this Restriction shall jeopardize the priority of any recorded lien of mortgage or deed of trust give in connection with a promissory note secured by the Premises.

7. GRANTEE'S REMEDIES: Grantee may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this Restriction by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Premises and Buildings to the condition and appearance required under this Restriction. Grantee shall also have available all legal and other equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's

enforcement of the terms of this Restriction, including all reasonable Court costs, and attorney's, architectural, engineering, and/or expert witness fees.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

8. NOTICES

8.1 Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Premises received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

8.2 Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Premises. Grantor shall provide new owners with a copy of this restriction and provide the opportunity for Grantee to explain the terms of the Restriction to potential new owners prior to sale closing.

9. RESTORATION OF STRUCTURE: If, during the subdivision of the Parent Parcel into two parcels, the House is destroyed, or its exterior historic features are damaged beyond repair, and it is found that the historic structure cannot be saved; then the Grantor and Grantee may agree to seek the extinguishment of this Preservation Restriction Agreement following the terms of Section 15 of this Preservation Restriction Agreement and all the requirements of the Act and the applicable laws of the Commonwealth for extinguishment.

10. VALIDITY AND SEVERABILITY: The invalidity of M.G.L. Chapter 184 or any part thereof shall not affect the validity and enforceability of this Agreement according to its terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

11. RECORDING: The Grantor agrees to record this Agreement with the appropriate Registry of Deeds and to file a copy of such recorded instrument with the Grantee.



12. RESTRICTIONS SHALL RUN WITH THE LAND: The burden of these restrictions shall run with the land and shall be binding on all future owners of the interest therein. The right of enforcement shall be as provided for in the Act.

Anything contained herein to the contrary notwithstanding, an owner of the Premises, shall have no obligation pursuant to this instrument where such owner shall cease to have any ownership interest in the Premises by reason of a bona fide transfer. The restrictions, stipulations, and covenants contained herein shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Premises or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Premises.

13. INTERPRETATION: The following provisions shall govern the effectiveness, interpretation, and duration of this Agreement.

a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of Premises shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use herein contained.

b. This instrument is executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the counterpart retained by Grantee shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the agreement of the parties.

c. This instrument is made pursuant to the Act, but the invalidity of such statute or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time subsequent hereto.

d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or

regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

14. RECORDING AND EFFECTIVE DATE. The terms of this Agreement shall not take full force or effect until approved and signed by the Massachusetts Historical Commission, Andover Preservation Commission and the Andover Board of Selectmen and recorded with the proper Registry of Deeds.

15. EXTINGUISHMENT: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Premises may make impossible the continued use of the Premises for the purpose of this Preservation Restriction Agreement and necessitate extinguishment of the Preservation Restriction Agreement, provided, however, that no such extinguishment shall prevent the Grantor from rebuilding the dwelling in accordance with Section 4 hereof. Such a condition may include, but is not limited to, partial or total destruction of the House resulting from casualty. Such an extinguishment must meet all the requirements of the Act and the laws of the Commonwealth for extinguishment, including approvals following public hearings by the Town of Andover and by the Massachusetts Historical Commission to determine that such extinguishment is in the public interest.

16. BASELINE DOCUMENTATION: Following the completion of the work authorized by the Andover ZBA Decision No. Z-17-104 as amended by ZBA Decision Z-18-144, Grantor shall record promptly a comprehensive set of high resolution photographic documentation images depicting in detail the exterior appearance of the House, said photographic documentation to be filed with and maintained by the Town of Andover and the Andover Preservation Commission in archival quality print and digital electronic format at Town of Andover municipal offices, together with a numbered list of the photographs indicating photographic view and date taken, said photographic documentation to be used in the administration and enforcement of the Purpose and terms of this Preservation Restriction Agreement. Said baseline documentation when filed shall be incorporated herein by this reference as a supplemental addition to the Pre-Rehabilitation Photographs presently attached hereto and incorporated herein by

reference as **Exhibit G**. An additional copy of the baseline documentation shall be filed with the Massachusetts Historical Commission.

17. ARCHAEOLOGICAL ACTIVITIES. The conduct of archaeological activities on the Premises, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. c.9, Sec. 27C, 950 C.M.R. 70.00).

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18<sup>th</sup> day of April, 2019.

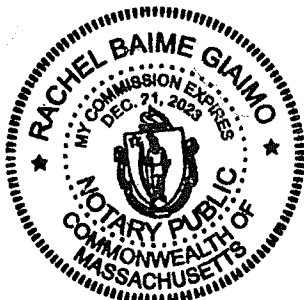
O'Brien Homes, Inc.  
GRANTOR

[Signature] Pres. & Treas  
By: Kevin O'Brien  
It's President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this 18<sup>th</sup> day of April, 2019, before me, the undersigned notary public, personally appeared Kevin O'Brien, the President and Treasurer of O'Brien Homes, Inc. and proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the persons whose name are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



[Signature]  
Notary Public:  
My Commission Expires: 12/21/23

APPROVAL AND ACCEPTANCE BY THE ANDOVER BOARD OF SELECTMEN

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted pursuant to Massachusetts General Laws, Chapter 184, Section 32, on \_\_\_\_\_, 2019.

ANDOVER BOARD OF SELECTMEN

By \_\_\_\_\_  
Alexander J. Vispoli, Chair

By \_\_\_\_\_  
Laura M. Gregory, Vice Chair

By \_\_\_\_\_  
Christian C. Huntress

By \_\_\_\_\_  
Daniel A. Koh

By \_\_\_\_\_  
Ann W. Gilbert

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Alexander J. Vispoli, Chair of the Andover Board of Selectmen, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Laura M. Gregory as Vice Chair of the Andover Board of Selectmen, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Christian C. Huntress as a Member of the Andover Board of Selectmen, proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:

My Commission Expires:



COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Daniel A. Koh as a Member of the Andover Board of Selectmen, proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Ann W. Gilbert as a Member of the Andover Board of Selectmen, proved to me through satisfactory evidence of identification, , which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

ACCEPTANCE BY THE ANDOVER PRESERVATION COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted pursuant to Massachusetts General Laws, Chapter 184, Section 32.

ANDOVER PRESERVATION  
COMMISSION

By Karen Herman  
Karen Herman, Chairwoman

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this 18 day of April, 2019, before me, the undersigned notary public, personally appeared, Karen Herman, Chairwoman, as an Authorized Signatory of the Andover Preservation Commission proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



  
\_\_\_\_\_  
Notary Public:

My Commission Expires: 5/15/2020

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

The undersigned hereby certifies that the foregoing preservation restrictions have been approved pursuant to Massachusetts General Laws, Chapter 184, Section 32.

MASSACHUSETTS HISTORICAL  
COMMISSION

By \_\_\_\_\_  
Brona Simon  
Executive Director and Clerk  
Massachusetts Historical Commission

COMMONWEALTH OF MASSACHUSETTS

County: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019 before me, the undersigned notary public, personally appeared, Brona Simon, as an Authorized Signatory of the Massachusetts Historical Commission, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

Exhibit A

Legal Description of Parent Parcel

A certain parcel of land, with the buildings thereon, situated in said Andover at the Southeasterly corner of Lowell Street and Lovejoy Road, being shown as Lot numbered one hundred seventy-one (171) on a plan of land entitled: "Plan of Land in Andover, Mass., as Subdivided by John Philip Enterprises, Inc., dated March 2, 1960", which plan is recorded with Northern Essex Registry of Deeds as Plan Number 4164, and said Lot contains 30,220 square feet, more or less, and is substantially bounded and described as follows:

NORTHERLY	by Lowell Street one hundred twenty-eight and 78/100 feet;
WESTERLY	by Lovejoy Road, one hundred eighty and 83/100 feet;
SOUTHERLY	by Lot numbered one hundred seventy-two (172), as shown on said plan, one hundred seventy-five feet; and
EASIERLY	by Lot numbered one hundred seventy (170), as shown on said plan, two hundred forty-five and 57/100 feet.

Being the same premises conveyed by Mark A. Bozen to O'Brien Homes, Inc. by deed dated January 26, 2015 and recorded with the Northern Essex Registry of Deeds in Book14112, Page 167.

Exhibit B

Plan of Land No. 4164

[see attached]





Exhibit C

“Plan of Land in Andover, Mass. Prepared for O’Brien Homes, Inc.”, dated October 12,  
2017, prepared by Andover Consultants, Inc.,

[see attached]

FOR REGISTRY USE ONLY

I HEREBY CERTIFY THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE BOARD OF REGISTRY OF MASSACHUSETTS.

*James A. Gracia*  
REG. PROF. LAND SURVEYOR

**ANDOVER PLANNING BOARD**  
APPROVED FOR THE BOARD OF REGISTRY OF MASSACHUSETTS  
NOT REQUIRED

DATE: \_\_\_\_\_  
THE ABOVE ENDORSEMENT IS NOT A DETERMINATION AS TO CONFORMANCE WITH ZONING REGULATIONS.



Reg. Prof. Land Surveyor

REFERENCE PLANS

PLANS ON FILE AT THE ESSEX COUNTY REGISTRY OF DEEDS, NORTHERN DISTRICT.

1. PLAN 4184

2. PLAN 4678

3. PLAN 930

OWNER OF RECORD:

OTBREN HOMES, INC.

ANDOVER, MA 01810

DEED BOOK 14112, PAGE 107

PLAN OF LAND

IN

ANDOVER, MASS.

PREPARED FOR: OTBREN HOMES, INC.

DATE: OCTOBER 12, 2017

SCALE: 1" = 20'

andover consultants inc.

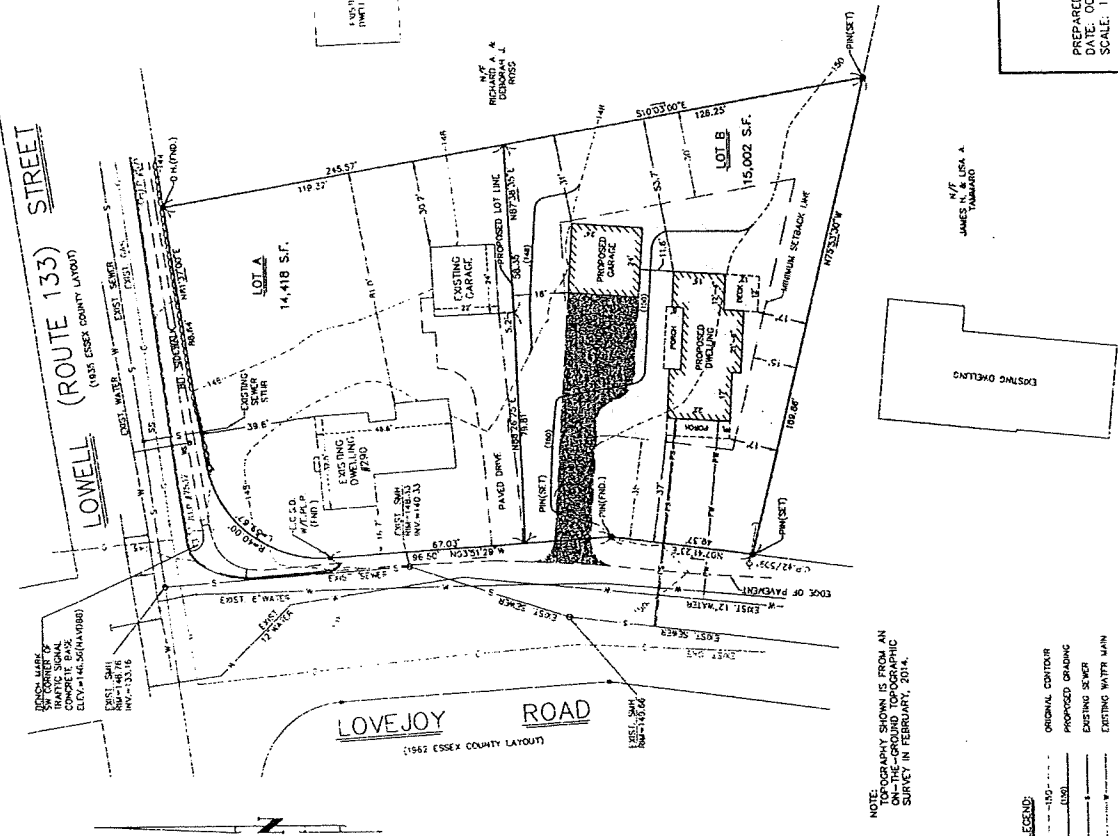
1 East Pratt Place

Methuen, Mass. 01844

Reg. Prof. Engineer

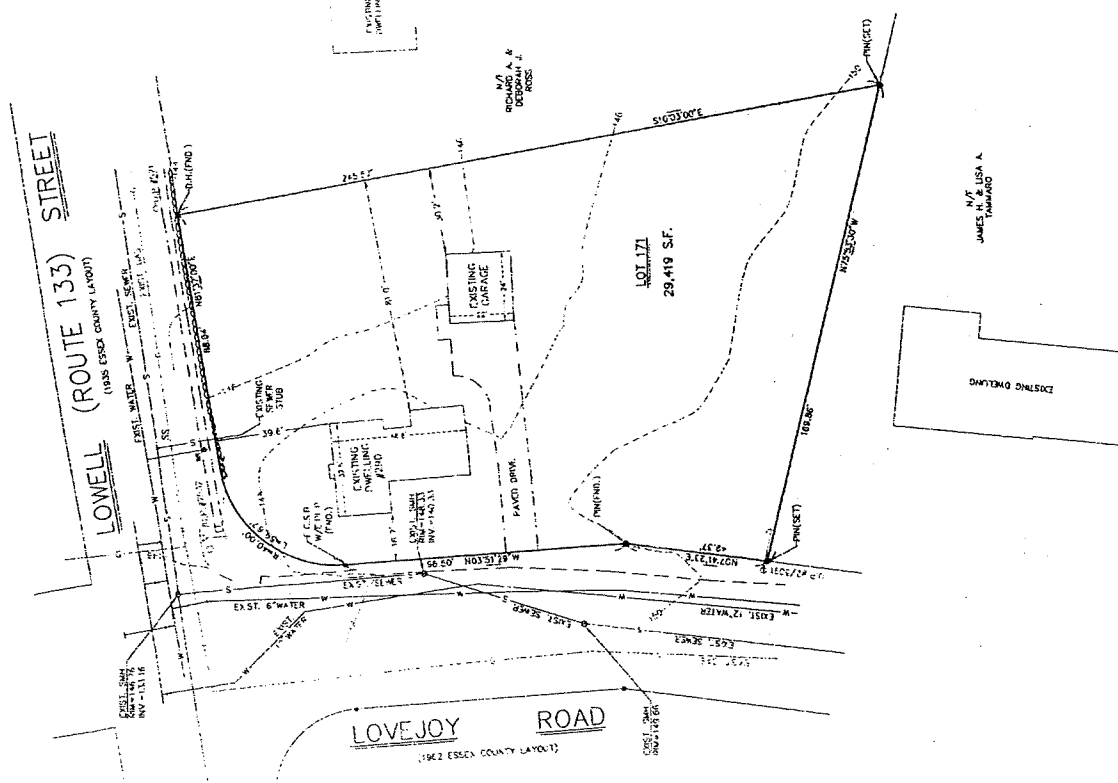
James A. Gracia

0 10 20 Meter



NOTE: TOPOGRAPHY SHOWN IS FROM AN ON-THE-GROUND TOPOGRAPHIC SURVEY IN FEBRUARY, 2014.

- LEGEND:
- ORIGINAL CONTOURS
  - PROPOSED GRADING
  - EXISTING SEWER
  - EXISTING WATER MAIN
  - EXISTING WATER SERVICE
  - EXISTING GAS MAIN
  - PROPOSED SEWER SERVICE
  - PROPOSED WATER SERVICE



EXISTING CONDITIONS

Exhibit D

Andover Historic Building Survey – Inventory Form

[see attached]

## FORM B – BUILDING

MASSACHUSETTS HISTORICAL COMMISSION  
MASSACHUSETTS ARCHIVES BUILDING  
220 MORRISSEY BOULEVARD  
BOSTON, MASSACHUSETTS 02125

Assessor's Number    USGS Quad    Area(s)    Form Number

18 0 13

### Photograph



**Town/City:** Andover, MA

**Place:** (*neighborhood or village*): Shawsheen Village-Frye Village

**Address:** 58 Haverhill Street

**Historic Name:** Robinson-Cohen-Barrett House

**Uses:** Present: residential

Original: residential

**Date of Construction:** 1851

**Source:** ERDS, ENRL, assessor's records

**Style/Form:** Greek Revival

**Architect/Builder:** Jacob Chickering

**Exterior Material:**

Foundation: stone

Wall/Trim: cement/asbestos siding

Roof: asphalt

**Outbuildings/Secondary Structures:** attached garage

**Major Alterations** (*with dates*):

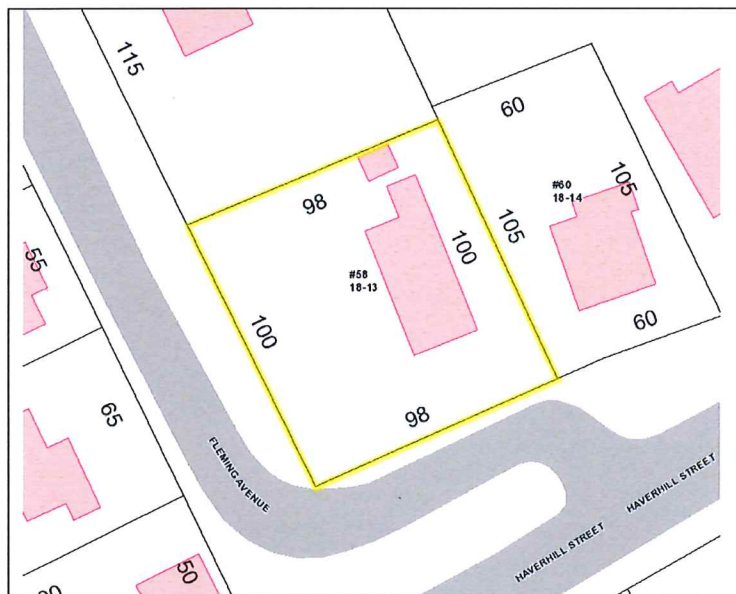
**Condition:** good

**Moved:** no ☒ yes ☐ **Date:**

**Acreage:** 0.21809 acres

**Setting:** residential

### Locus Map



**Recorded by:** Stack/Mofford, Batchelder/Greene/Herman

**Organization:** Andover Preservation Commission

**Date** (*month / year*): 1975-1977, 8-2015, 10-2016, 3-2018



# INVENTORY FORM B CONTINUATION SHEET

TOWN Andover ADDRESS 58 HAVERHILL STREET

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

--	--

☐ Recommended for listing in the National Register of Historic Places.

*If checked, you must attach a completed National Register Criteria Statement form.*

*Use as much space as necessary to complete the following entries, allowing text to flow onto additional continuation sheets.*

## ARCHITECTURAL DESCRIPTION:

*Describe architectural features. Evaluate the characteristics of this building in terms of other buildings within the community.*

The main block of the c. 1845-1850 house is a three bay single-pile structure, presenting its eaves side as the front facade. This front façade has a center entry door flanked by a window to each side, and full-length porch with a hipped roof across entire length. Four simple square posts now support the porch roof, but there is evidence that they were originally columns, likely topped with Doric capitals. The main block's roof is at 12/12 pitch, and there is a brick chimney which projects through the roof which emits from a fireplace in the rear of the southern room. Each gable side of the main block has four windows, two on each floor, with the upper floor windows aligned with those on the first floor. There is evidence that the first floor windows on the south-facing gable have been enlarged, as have those that flank the center entryway of main façade.

The trim on the rake boards of the main block, along with the Gable returns represent the most elaborate work on the exterior, with cyma recta ogees over frieze boards. There is also some surviving original trim around the original (smaller scale) window openings.

Directly behind the main block is a small ell that connects to a rear gabled structure in the same orientation as the main block. This ell has a much lower pitched roof than the main block. On its southern side are two newer windows. To the north are three. The northern wall of this ell extends along the secondary gable structure to the rear, and contains three windows.

The rear gabled structure has a roof pitch similar to the main block, with a window up at top of gable end to the south. This structure is also most likely nineteenth century in origin, though perhaps later than the main block.

The entire house is shingled with a larger synthetic shingle.

## HISTORICAL NARRATIVE

*Discuss the history of the building. Explain its associations with local (or state) history. Include uses of the building, and the role(s) the owners/occupants played within the community.*

The house is listed in the Shawsheen Village National Register Historic District, surveyed in 1977 and created in 1979. It was designated a National Register Historic District in 1980 by the Massachusetts Historical Commission, of the Commonwealth of Massachusetts. Shawsheen Village was named in October 1919 after the Native American name for the river Shawshin, which means Great Spring. Prior to Shawsheen Village this area was known as Frye Village.

John Robinson - Alexander E. Cohen House  
58 Haverhill Street – Frye Village

The original two-acre parcel of land with house is part of the current property at 58 Haverhill Street in Shawsheen Village. The house, set back from the road, is sited at the corner of Haverhill Street and Fleming Avenue about 200' east of the Boston and Maine Rail Road tracks. The small cottage sits high above the street and fronts on an access way connecting Fleming Ave. (formerly Hillside Ave.) to Haverhill Street. Cohen's former lot included numbers 60 & 62 Haverhill St. and 15, 19 & 25 Fleming Ave. running north about 435 feet deep with the west boundary now the east side of Fleming Ave.

The land was owned by Arunah Bell and sold to John Robinson, a machinist, on April 22, 1850, for \$200. Robinson hired Jacob Chickering, house-wright, to build the home in 1851. Chickering held the mortgage deed on the property. Chickering then assigned the mortgage to Isaac Wilson of North Andover in Aug. 1854. On an 1856 map of Andover, there are two houses marked near this location, the first structure is owned by William Lawson (4 Fleming Ave.) and just east of him is John Robinson. The 1850 town valuation lists John Robinson, 2 acres and house at \$400. In 1860 a John Thomas is listed here with a property value of \$520.

*Continuation sheet 1*

# INVENTORY FORM B CONTINUATION SHEET

TOWN Andover ADDRESS 58 HAVERHILL STREET

## MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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Robinson paid off the mortgage and then sold the home to John Thomas, wife Charlotte A. on Mar. 28, 1859. John died and his widow Charlotte then sold the property to Alexander E. Cohen of Lawrence, "Teacher of Languages" on September 12, 1861. Cohen paid \$650, and assumed a \$450 mortgage owed to Isaac Wilson by Thomas.

Alexander Ezekiel Cohen was a Polish Jew, born in Lipol, Poland on July 4, 1819 and was the son of David and Linda Cohen. After immigrating to America he met and married a woman named Ann who is said to have been of English decent. Alexander's occupation was given as a laborer but his obituary suggests that he may have been a teacher and scholar at one point before coming to America. The deed of sale from Thomas states Cohen as "Teacher of Languages". The Cohen's came to Andover about 1860 and first resided on Baker's Lane in Abbott Village before purchasing the house in Frye Village. The 1870 Valuation lists A. E. Cohen's house at \$200, barn \$100, 2 acres of land \$150 and farm stock at a value of \$90.

The couple had lived in Andover for twelve years before Ann Cohen died on July 10, 1872 at age 60. Anne was then interred in the West Parish Cemetery. The years that followed were not kind to Alexander. Deeply depressed by his loss, Alexander became a recluse and lost all interest in his personal well-being and the upkeep of his property. When his health deteriorated, he was moved to the nearby Almshouse for care. (7 Argyle St). He spent a few days under their care but always returned to his home.

An item in the Andover Advertiser pg. 4, November 18, 1881 - The house of Alexander E. Cohen in Frye Village, was broken into a few nights since and \$25 dollars stolen there from. Mr. Cohen was in bed at the time. On an evening not long since, as he was entering his barn, two men put a coat over his head and demanded money, but did not get any. Mr. Cohen is an inoffensive man and the boys should be made to cease teasing him, as they have been accustomed to do.

An excerpt from Reminiscences of Frye Village of Alice Morrison Bell, from her estate and transposed by Mrs. Joseph P. Rand, December 15, 1950 – Vertical files at the AHS.

Cohen

"Living in a wee house beyond the Railroad tracks on Haverhill Street was a small Russian Jew, named Cohen. He was a well educated man. He lost his wife and at the same time all standards of personal cleanliness. He was lonely and because of his unkempt condition, no one could associate with him. He walked the street and all the children would run when they saw him coming near. If far enough away for protection, they would call names, which plagued him. He was fond of children and animals and flowers.

His cats and hens and dog used to share his house with him and his flowers liked the dirt and grew well for him.

Always in the spring, he had the loveliest lilacs and the children would muster up the courage to beg a few branches – but when he would appear at the door with the knife to cut blossoms, one could not see the children for dust.

He was so dirty that some of the town men took him to the old Slaughter house, there being no free baths with abundance of hot water and soap, and gave him a real Turkish Bath and a supply of clean clothes.

One day he took a good sized field stone from his land and marked on it his wife's name, date of birth and death – put it on a wheelbarrow and started for the West Andover Cemetery – Just before he reached the Richardson school it rolled off into the gutter and there it stayed until the weather wore off the paint."

Alexander's health continued to deteriorate and in the spring of 1888 he summoned for the proprietor of the Almshouse the he was dying. When the doctor reached Cohen's house Alexander had passed away. The Andover Vital Records list; he was a laborer, born in Poland and died of Chronic Nephritis. (Acute or chronic inflammation of the kidney caused by infection, degenerative process, or vascular disease.) Alexander died at the age of 74 years and 11 months and was buried next to his wife Ann in West Parish Cemetery.

His story might have ended here but a Boston paper published an obituary about Cohen being a hermit who once was a teacher, scholar and had held a chair at the Andover Theological Seminary. It also stated that his wife was of noble birth and died in poverty. The Andover Advertiser denied such claims as pure fantasy and their articles on Mr. Cohen were less than kind.

John S. Gile, the public administrator of Lawrence, was appointed to settle the estate of Alexander Cohen. On June 1, 1888 Cohen's house was leased to Joshua Bailey for three years. Mr. Bailey completely renovated the house and moved his family in on Saturday, June 17th. At the end of the lease the Cohen real estate was sold on November 17, 1891 at public auction. John Barrett of Andover purchased the two acres of land and house for \$550. On the 1888 map lists J. Barrett as the owner of the property adjoining Cohen's at #54. From the Cohen estate, Administrator John Gile must have provided for the headstone for Alexander but for his wife Ann, her grave remains unmarked.

*Continuation sheet 2*

# INVENTORY FORM B CONTINUATION SHEET

TOWN Andover ADDRESS 58 HAVERHILL STREET

## MASSACHUSETTS HISTORICAL COMMISSION

220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s) Form No.

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John Barrett, a farmer, rented the former Cohen house until 1900 when it was sold to Mary A. Keleher, who later married George A. Black. The house was then sold to Alexander & Elizabeth Mura on March 7, 1901. Mura family are listed at 58 Haverhill Street in the 1900 Valuation, House \$300, Barn \$100, and 3 ½ acres of Wilson land at \$250. Alexander Mura worked at the Washington Mills, Marland Mill and then Pacific Mills in Lawrence by 1908. The Mura family sold to Leonides Hamel in August 1908.

Hamel was a carpenter & box maker, his wife Delphine a housewife. Treffle Hamel is also listed in 1916. In 1926 the Hamels own the small variety store at #52 Haverhill Street and are living at #62 Haverhill Street, as is the Town Chief of Police Frank M. Smith and his wife May E. Smith. Albert, Germaine M. and Treffle Hamel are residing at #58 and a John J. & Edith Ready are also given at #58. Hamel acquired several more acres in the neighborhood and subdivided the Cohen lot. first to build a new house for his family at 60 Haverhill Street. The property remained with the Hamel family until purchased by Philip L. & Germaine Beaulieu on June 3, 1940.

## BIBLIOGRAPHY and/or REFERENCES

Essex Country Registry Deeds, Salem, MA  
Essex Northern Registry Deeds, Lawrence, MA  
Andover Maps, 1852, 1856, 1872, 1888, 1906, 1926  
Andover Street Directories  
Andover Townsman  
Mills, Mergers and Mansions, by Edward Roddy 1982  
See Map plan #704 - American Woolen Company - Sept. 1927  
#877 - June 1932 - Textile Realty Company  
#975 - Oct. 29, 1921 - Dufton to AWCo.  
See Plan #4383 lot B - 1960

### Owners;

Arunah Bell - 1850 - 2 acres land  
John Robinson, wife Harriett April 22, 1850 - b. 432 leaf 221 - land 2 acres  
Robinson to Jacob Chickering - Mar. 11, 1851 - b. 442 leaf 100 - \$300 mtg.  
John Thomas, wife Charlotte A. - Mar. 28, 1859 - b. 583 leaf 294 - \$650.  
John Thomas estate, heir - Charlotte A. Thomas - 1861  
Alexander E. Cohen - Sept. 12, 1861 - b. 627 leaf 176 Salem deed  
Alexander E. Cohen estate, John S. Gile Adm. - Sept. 12, 1891 - Probate  
John Barrett - Nov. 17, 1891 - b. 116 p. 366  
Mary A. Keleher - May 26, 1900 - b. 178 p. 5  
Alexander & Elizabeth Mura - Mar. 1, 1901 - b. 190 p. 438  
Leonides Hamel - Aug. 13, 1908 - b. 319 p. 189  
Nellie W. Paine - July 11, 1912 - b. 319 p. 189 - deed transfer  
Leonides & Delphina Hamel - July 11, 1912 - b. 319 p. 190  
Philip L. & Germaine Beaulieu June 3, 1940 - b. 631 p. 453  
Henry J. & Pauline E. Beaulieu Mar. 17, 1960 - b. 911 p. 490 subdivide lot  
Aubrey L. & Fay J. Mitchell - Nov. 15, 1961 - b. 948 p. 214  
Fay J. Mitchell - Dec. 18, 1985 estate of Aubrey  
Katherine W. I. & Trevor E. Tasker - Apr. 27, 1999 - b. 5410 p. 284  
Mathew R. & Pamela M. Preston - Sept. 27, 2002 - b. 7122 p.

*Continuation sheet 3*

**INVENTORY FORM B CONTINUATION SHEET**

TOWN Andover ADDRESS 58 HAVERHILL STREET

MASSACHUSETTS HISTORICAL COMMISSION  
220 MORRISSEY BOULEVARD, BOSTON, MASSACHUSETTS 02125

Area(s)	Form No.
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Exhibit E

Decision No. Z-17-104 of the Zoning Board of Appeals, Andover, Massachusetts as  
amended by ZBA Decision No. Z-18-144

[see attached decisions]





Bk 15351 Pg 343 #131  
01-03-2018 @ 10:42a

**DECISION OF THE**

**ZONING BOARD OF APPEALS**

**ANDOVER, MASSACHUSETTS**

(Space above reserved for Registry of Deeds)  
(Space below reserved for Town Clerk)

**Decision Number:** Z-17-104

**Date Application Filed:** July 7, 2017

**Applicant:** O'Brien Homes, Inc.  
18 Cassimere Street  
Andover, MA 01810

**Premises Affected:** Land & buildings at 290 Lowell Street  
Located in Zoning District SRB  
Town Assessor's Map 134B, Lot 4  
Essex North Registry of Deeds Book 14112, Page 167, Book 5528, Page 357

**Owner of Record:** O'Brien Homes, Inc.  
18 Cassimere Street  
Andover, MA 01810

**Relief Requested:** Special Permit under Article VIII, §7.9 and/or Variance from Article VIII, §7.9.4.2 and/or §4.1.2

**Public Notice:** Notice published in the Andover Townsman on July 20 and July 27, 2017, and notice sent by mail, postage prepaid, to all interested parties pursuant to the provisions of Massachusetts General Laws.

**Public Hearing(s) held:** August 3, 2017, continued on November 2, 2017 & December 7, 2017

**Decision of the Board:** Special Permit under Article VIII, §7.9 GRANTED, and Variance from the requirements of Article VIII, §7.9.4.2 Withdrawn

**Members participating:** Oltman, McDonough, Rechisky, Faulk, Bordonaro

**Date of Decision:** December 8, 2017

RECEIVED  
TOWN CLERK'S OFFICE  
2017 DEC - 8 P 1:15  
TOWN OF ANDOVER, MASS

290 Lowell Street  
Decision No. Z-17-104

## I. FACTS PRESENTED AT THE PUBLIC HEARING

A public hearing was held in Conference Room A, 3<sup>rd</sup> Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, August 3, 2017 on the petition of O'Brien Homes for a Special Permit under Article VIII, §7.9 and/or Variance from Article VIII, §7.9.4.2 and/or §4.1.2 to subdivide the parent parcel into two lots and to relocate an historic structure from 58 Haverhill Street to a vacant lot to be created at 290 Lowell Street. Present were: Elizabeth Oltman, Chair; Carol C. McDonough, Clerk; Lisa Rechisky and Daniel Casper, Members; Denise Bordonaro, Brian Corrigan and Kathy Faulk, Associate Members. In the absence of Member Neil Magenheimer, the Chair designated Associate Member Denise Bordonaro to sit in his place and designated Associate Members Brian Corrigan and Kathy Faulk to sit as alternates for the case.

Attorney Mark Johnson appeared before the Board on behalf of the Applicant. The Applicant is requesting a Dimensional Special Permit for Historic Preservation pursuant to §7.9 of the Zoning By-law and a variance from the provisions of §7.9.4.2 related to the lot area of the proposed Host Lots.

The Parent Parcel is located at 290 Lowell Street in the SRB district. The Applicant proposes to subdivide the Parent Parcel property into two Host Lots. The existing house on the Parent Parcel, to be retained on one of the Host Lots, is the McLanthan-Barnard House, built in 1840 and listed on the Massachusetts Registry of Historic Places and Andover's Historic Building Survey. The Host Lot designated as Lot A on the Plot Plan (dated May 25, 2017) will maintain the existing historic home. The subdivided Host Lot designated as Lot B on the Plot Plan will contain a historic structure to be relocated from 58 Haverhill Street. Pursuant to Zoning By-law Section 7.9.4.8, which allows for the creation of multiple Host Lots from a Parent Parcel, an additional, separate application for a Dimensional Special Permit for Historic Preservation has been submitted under Z-17-105 for the preservation of the historic home on Lot A. **Lot B** is the subject of this application.

The Applicant proposes to move the historic Robinson-Cohen-Barrett House, currently located at 58 Haverhill Street to Lot B. The historic house was built around 1851 and is listed on the Andover Historic Building Survey. The Andover Preservation Commission provided a description of the house within their letter to the Board of August 3, 2017.

Mr. Johnson indicated that the Host Lot, proposed Lot B, in general meets the requirements found within §7.9.4.2.b of the Zoning By-law with the exception of lot area. The Host Lot B will provide 14,581 SF of lot area where 15,000 SF is required. Lot B is proposed to meet all other dimensional requirements for a Dimensional Special Permit within the SRB district: 75 feet of lot frontage, where 75 feet is required; front yard setback of 37 feet, where 35 is required; side yard setback of 16 feet, where 15 feet is required; and rear yard setback of 30 feet where 30 feet is required. The Applicant will record a historic preservation deed restriction for Host Lot B.

Mr. Johnson indicated that the Parent Parcel was subject to a taking for the layout of Lovejoy Road on October 16, 1962. Prior to the taking, the Parent Parcel contained 30,631 SF, enabling Lot B to have had 15,002 SF when subdivided. Mr. Johnson classifies this taking as a hardship as the justification for zoning relief in the form of a variance from Section 7.9.4.2.b. Mr. Johnson noted that Section 4.1.3.4 of the Zoning By-law provides that "public acquisition of any portion of a lot for the purpose of laying out or altering a public road shall not be construed to render the resulting lot or existing structures upon it to be dimensionally non-conforming or to disqualify the resulting lot for separate sale of for otherwise legal binding, provided that the width of the strip thus acquired does not exceed 10 feet."

William MacLeod, PE, of Andover Consultants, Inc., appeared for the application. He stated that the taking on the Parent Parcel was a total of 1,214 SF and was acquired by the Town in the 1960's. He stated that the lot was previously over 30,000 SF prior to the taking. The acquired land was less than 10 feet in width, meeting the requirements set forth in Section 4.1.3.4 of the By-law.

290 Lowell Street  
Decision No. Z-17-104

Casey Dowgiert, of i3 Architects, appeared for the Applicant. She stated that the Robinson-Cohen-Barrett House is an example of Gothic Revival architecture. She stated that she has worked with the Andover Preservation Commission to define the portions of the house and attached barn that were suitable for preservation and relocation to the new site. She stated that moving the house would put it into better "context" with the existing historic home at 290 Lowell Street and other historic structures along Lowell Street in the area.

Karen Herman, Chair of the Andover Preservation Commission, stated that the Commission fully supports this proposal. The historically significant Robinson-Cohen-Barrett House, built in 1851, is listed as a contributing member of the Shawsheen National Historic Register District. Ms. Herman stated houses of its size and scale are frequently subject to demolition by developers. The house is not in great condition and would not be attractive for restoration in its current location. An important aspect of the Applicant's proposal is the care in which he restored the existing house on 290 Lowell Street. The Preservation Commission supports the relocation to Lot B due to the size and look of the existing historic house at 290 Lowell Street. The Commission met on February 14, 2017 and unanimously affirmed their support of the Historic Preservation Special Permit in their letter to the Board dated June 12, 2017, with conditions regarding the successful relocation of the house. Ms. Herman noted that preserving a historic home by a historic preservation deed restriction is ideal and it is a compelling reason to grant the special permit.

Due to the late hour at which the application was opened, the Board took comments from the public.

Mr. Croteau, 62 Haverhill Street, spoke against the relocation. He stated that the Haverhill Street neighborhood has not changed and that the house should not be removed as there are quite a few historic houses in the immediate area. He stated that construction nearby to 58 Haverhill Street has impacted the groundwater and nearby streams.

Mr. James Tammaro, 143 Lovejoy Road, immediate abutter to the subject property, spoke against the application. He stated that a previous application to subdivide the Parent Lot and build a new house was denied by the Board in 2014. He stated that the new Host Lot B does not conform to By-Law Section 7.9 and that the Applicant was requesting a "variance from a variance." He stated that the Lovejoy Road area is not a historic district and all houses are on larger lots. He contested that demolition of the house at 58 Haverhill Street was not imminent. Mr. Tammaro submitted letter to the Board dated August 2, 2017, with additional comments.

Mr. Tony Stankowitz, 4 Holly Lane, spoke against the application. He stated that the intersection of Lovejoy Road with Lowell Street is a dangerous intersection with a lot of traffic.

Mr. Johnson responded to the residents. He stated that it is likely the house at 58 Haverhill Street will be demolished without the proposed relocation. However, he noted that the Board does not have to consider demolition of the historic structure as stated within the Bylaw Section 7.9.5. He noted that there exists a significant treed buffer between 290 Lowell Street and 143 Lovejoy Road, which will be maintained. An Interdepartmental Review was conducted on 7/18/17 for the subject application and no issues were raised by Town Staff.

Associate Member Faulk questioned whether this application was a repetitive petition under Section 16 of the Massachusetts Zoning Act, as the appeal of the prior decision denying the earlier application (Z-14-106) had only recently been dismissed.

Mr. Johnson stated that Lot A was the subject of a prior decision, but since that time, the Andover Zoning By-law had changed. He stated that this application is substantially different than the prior application. Further, it has been over two years (the time period outlined in Section 16 of the Massachusetts Zoning Act) since the Board filed their previous decision. Therefore, he represented that the application was not a repetitive petition.

290 Lowell Street  
Decision No. Z-17-104

The Board voted unanimously to continue the public hearing to its next meeting on September 7, 2017, to receive additional information from Town Counsel regarding the repetitive petition issue. The Applicant requested two continuances.

The continued public hearing was held in Conference Room A, 3<sup>rd</sup> Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, November 2, 2017. Again present were: Elizabeth Oltman, Chair; Carol C. McDonough, Clerk; and Lisa Rechisky, Members; and Denise Bordonaro, Associate Member, designated to sit for Neil Magenheim. Associate Member Kathy Faulk was designated to sit for Daniel Casper.

With regard to the repetitive petition concern, Section 16 of the Massachusetts Zoning Act indicates that "No appeal, application, or petition, which has been unfavorably and finally acted upon by the special permit granting or permit granting authority shall be acted favorably upon within two years after the date of final unfavorable action unless said special permit granting authority or permit granting authority finds, by a unanimous vote....specific and material changes in the conditions upon which the previous unfavorable action was based..."

Town Counsel Thomas Urbelis provided the Board with a Massachusetts Continuing Legal Education publication the authors of which suggested that final unfavorable action would be considered to occur when the Superior Court case for the prior application (Z14-106) was dismissed by a Joint Stipulation of Dismissal on July 7, 2017. However, those authors did not provide any case law to support their suggestion. Attorney Mark Johnson did not provide any appellate case to support his argument that the two year clock started on December 12, 2014 when the decision was filed with the Town Clerk, but he did provide the Land Court case of Gaudet v. Mazzone, 16 LCR 403 (2008) which appears to conclude that the final action was the filing of the decision with the Town Clerk.

Attorney Mark Johnson again appeared for the Applicant. He summarized the applications before the Board. Mr. Johnson confirmed that historic preservation deed restrictions will be recorded for both Lot A and Lot B and two historic homes would be preserved with the approval of the application. Mr. Johnson confirmed that the Applicant would agree to any conditions regarding the relocation of the house the Board required and any conditions requested by the Preservation Commission.

A revised plan, prepared by Andover Consultants, Inc., dated October 12, 2017, was received by the Board. Mr. Dennis Griecci, PE, of Andover Consultants, Inc. appeared before the Board. Mr. Griecci stated that the proposed subdivision line had been relocated on the plan. Proposed Host Lot B, the subject of this application, no longer requires a variance from By-law Section 7.9.4.2.b. The proposed lot size for Lot B is 15,002 SF. All setback requirements of By-law Section 7.9.4.3.b continue to be met. A barn was previously located on the subject site in the approximate location where the house from 58 Haverhill Street is to be relocated. The barn was previously approximately 850 SF. The relocated house, when restored, will be approximately 1900 SF.

Kevin O'Brien, the Applicant, supplied the Board with photos of the existing house on 290 Lowell Street, both before and after his restoration of the structure. He stated that his restoration of the house had won a preservation award from the Preservation Commission.

Casey Dowgiert, of i3 Architects, appeared before the Board to define the portions of the house and barn structures that are to be relocated to proposed Host Lot B. She stated that the two proposed garage locations provide sufficient buffer area between Host Lot A and Host Lot B.

290 Lowell Street  
Decision No. Z-17-104

A letter was submitted to the Board from Gelinas Structural Engineering, Inc. The letter states that the existing house at 58 Haverhill Street is in stable condition and able to be relocated.

Mr. Johnson then noted that the intent of the Dimensional Special Permit for Historic Preservation By-law is a tool by which to preserve houses deemed to be worth saving by the Andover Preservation Commission. The historic preservation deed restriction is critical for both lots in this location. Mr. Johnson noted that a historic dwelling should not have to be derelict to receive consideration for a Dimensional Special Permit for Historic Preservation.

No one else appeared before the Board to speak either for or against the petition. The Board voted unanimously to waive a viewing of the premises and to close the public hearing. The Board then proceeded to deliberate the matter. In deliberation, the sense of the Board was to approve the requested special permit with appropriate findings and conditions. The Board voted unanimously to continue its deliberation to its regular meeting to be held on December 7, 2017 for the purpose of reviewing and voting on the final decision, findings and conditions.

In addition to the written application, the following documents and materials were received by the Board and considered at the public hearing:

- "Plan of Land in Andover, Mass., prepared for O'Brien Homes, Inc.," prepared by Andover Consultants, Inc. and dated May 25, 2017
- "Plan of Land in Andover, Mass., prepared for O'Brien Homes, Inc.," prepared by Andover Consultants, Inc. and dated October 12, 2017
- Letter from Karen Herman, Chair of the Andover Preservation Commission, to the Zoning Board of Appeals, dated June 12, 2017.
- Memorandum from Karen Herman, Chair of the Andover Preservation Commission, to the Zoning Board of Appeals dated August 7, 2017
- Memorandum from Karen Herman, Chair of the Andover Preservation Commission, to the Zoning Board of Appeals dated September 7, 2017
- Decision of Board of Appeals Z-14-106, dated December 12, 2014
- Historical Narrative for 58 Haverhill Street, taken from the Andover Historic Preservation website
- Quitclaim Deed for transfer of 290 Lowell Street to O'Brien Homes, Inc., dated January 20, 2015 and recorded at E.N.R.D. Book 14112, Page 167
- Notice of acquisition of property by the Town of Andover, dated October 16, 1962
- Memorandum from i3 Architects, in support of the application, undated
- Architectural floor plans, elevations and renderings of 58 Haverhill Street, prepared by i3 Architects, dated June 28, 2017
- Draft of proposed Preservation Restriction Agreement
- Work Description of Relocation of Historic Home
- Letter from Thomas J. Urbelis, Town Counsel, to the Zoning Board of Appeals, dated July 7, 2017
- Letter from Thomas J. Urbelis, Town Counsel, to the Zoning Board of Appeals, dated August 28, 2017
- Letter from Mark Johnson, Johnson & Borenstein, LLC, to the Zoning Board of Appeals, dated October 5, 2017
- Folio entitled '290 Lowell Street; House Pre-Renovations' received from Mark Johnson on October 26, 2017, undated



290 Lowell Street  
Decision No. Z-17-104

- Folio entitled '290 Lowell Street, Existing House & Barn Prior to Renovations' received from Mark Johnson on October 26, 2017, undated
- Letter from Mark Johnson, Johnson & Borenstein, LLC, to the Zoning Board of Appeals, dated October 27, 2017
- Letter from Daniel L. Gelinas, PE, of Gelinas Structural Engineering, LLC to Kevin O'Brien, dated October 26, 2017
- Letter from James Tammaro & Lisa Tammaro, 143 Lovejoy Road, to the Zoning Board of Appeals, dated August 2, 2017

The Board deliberated and voted to approve the following findings and decision at a public meeting held in Conference Room A, 3<sup>rd</sup> Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, December 7, 2017. Present and voting were: Elizabeth Oltman, Chair; Carol C. McDonough, Clerk; Lisa Rechisky, Member; and Denise Bordonaro and Kathy Faulk, Associate Members sitting in place of Neil Magenheimer and Daniel Casper.

## II. FINDINGS AND DECISION OF THE BOARD

The Board reviewed the information provided by Town Counsel and Mr. Johnson and found that the differences between the current application and the prior application were substantial. Further, the Board found that the revision to the By-law adopted by the Town changes the conditions upon which the previous unfavorable action was based. Therefore, the Board finds that the application is not a repetitive petition.

The purpose of By-law Section 7.9 is to encourage the preservation of buildings, structures, sites and settings of historic significance, by allowing such buildings or features to remain in place, or be moved to another location rather than be demolished or otherwise compromised.

The structure located at 58 Haverhill Street meets the definition of a historic structure by virtue of it being listed per §7.9.2.1 as a contributing member of the Shawsheen Village National Historic Register District, as certified by the Andover Preservation Commission.

Section 7.9.4 of the By-law sets forth specific standards and regulations that shall be applied to a Dimensional Special Permit for Historic Preservation. The Board has reviewed the Application and finds as follows:

1. The lot is located in the SRB district. (§7.9.4.1)
2. The Host Lot (Lot B), containing 15,002 SF of land will meet the current requirements of §7.9.4.2.b having more than 15,000 square feet of contiguous upland.
3. The Host Lot (Lot B) meets all other dimensional requirements for a Dimensional Special Permit within the SRB district: 75 feet of lot frontage, where 75 feet is required; front yard setback of 37 feet, where 35 is required; side yard setback of 16 feet, where 15 feet is required; and rear yard setback of 30 feet where 30 feet is required. (§7.9.4.3.b)
4. The Host Lot (Lot B) has its required frontage on a public way (§7.9.4.4)
5. The Host Lot (Lot B) is to be served by municipal sanitary sewer and water. (§7.9.4.5)
6. The Host Lot (Lot B) is not located in the SRC Zoning District, so §7.9.4.6 does not apply.
7. No New Lot is to be created, so §7.9.4.7 does not apply.
8. The Parent Parcel is to be divided to create more than one Host Lot and a separate, related application for a Dimensional Special Permit for Historic Preservation has been filed for Host Lot A (Z-17-105). (§7.9.4.8)

290 Lowell Street  
Decision No. Z-17-104

9. The Host Lot is not a vacant existing non-conforming lot, so §7.9.4.9 does not apply
10. The Board has determined that a historic structure can be placed on Lot B, with appropriate conditions, without detrimental effect on abutting properties or the street on which the lot has frontage. (§7.9.4.10)

Section 7.9.5 of the By-law sets forth specific findings that shall be applied to a Dimensional Special Permit for Historic Preservation. The Board finds that keeping the existing structure at 290 Lowell Street and relocating the historic structure from 58 Haverhill Street are a priority in this application, as this portion of Lowell Street represents a valid historic setting and context for both structures. The Board finds as follows:

1. The modification of dimensional requirements is necessary to protect and maintain a historic structure. The existing structure at 290 Lowell Street is a significant historic structure as certified by the Andover Preservation Commission. Providing a historic preservation deed restriction is beneficial in preserving the historic structure.
2. The proposed work on the historic structure being relocated from 58 Lowell Street is necessary to maintain the historical and architectural features of the structure and will be under the authority of the Andover Preservation Commission.
3. It is unlikely that the historic structure will be destroyed in the absence of a Dimensional Special Permit for Historic Preservation.
4. An interdepartmental review team meeting was held on 7/18/17 on this Application.
5. The Andover Preservation Commission supports this Application in its Letter of June 12, 2017 and memorandum of August 3, 2017.

Based on the forgoing arguments and findings, and the evidence presented at the public hearing, the Board concludes that the application for a dimensional special permit for historic preservation meets the standards and regulations set forth in the Zoning By-law, and therefore the project is eligible for a Dimensional Special Permit for Historic Preservation. The Board finds that providing a historic preservation deed restriction is beneficial in preserving the historic structure. Further, the Board finds that relocating the proposed dwelling onto Host Lot B preserves, to the maximum extent feasible, the historical and architectural features and character of the dwelling. Finally, the Board finds that the overall proposal, under §9.4.2 will not be unreasonably detrimental to the established or future character of the neighborhood and Town and that such is in harmony with the general purpose and intent of the By-law.

The Board votes unanimously (5-0) to grant the Special Permit for Historic Preservation under Article VIII, §7.9, subject to the following conditions:

1. The existing historic structure located at 58 Haverhill Street shall be secured and maintained in a good state of repair until such time as it is moved to 290 Lowell Street Lot B.
2. The subdivision of the land shall be done in conformity with the Plan of Land submitted with the application entitled "Plan of Land in Andover, Mass. Prepared for O'Brien Homes, Inc.," dated October 12, 2017, as prepared by Andover Consultants, Inc.
3. Only the dwelling and barn will be relocated. The connecting ell between the dwelling and the barn will be removed and replaced according to the approved design. Restoration of the historic structure shall be in general conformity with the architectural floor plans and elevations submitted within the application prepared by i3 Architects, dated June 28, 2017.
4. Architectural plan modifications for the restored structure shall be submitted to the Andover Preservation Commission for approval, with the detail fully described in terms of products used,

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- dimensions and materials. Specification sheets for materials shall be provided where appropriate or requested by the Preservation Commission. All work shall meet the standards necessary for approval of a preservation restriction by the Massachusetts Historical Commission, as required by the special permit. All renovations, modifications and additions to the existing structure shall be approved in writing by the Andover Preservation Commission prior to the issuance of a building permit for the execution of such work.
5. As required by the Preservation Commission, in-kind materials, according to U.S. Secretary of Interior Standards, shall be used for any work on the house, including the new addition, exactly matching existing exterior detail in relation to any trim detail, window style and grid pattern, doors, existing shingle siding, porch, and the foundation stone appearance on the front and right sides of the original structure. Materials for the screened porch on the south facing side of the building shall match those used on the original house.
  6. Access to the interior of the existing structure at 58 Haverhill Street shall be provided to the Andover Preservation Commission for the purpose of verifying that the structure is being appropriately maintained and to allow the taking of photographs and obtaining other information necessary to provide supporting documentation for the preservation restriction application.
  7. Siding, roofing and other exterior features of the existing historic structure shall be repaired or replaced so as to preserve and maintain the existing appearance of the structure, using materials and in a manner that shall be approved by the Andover Preservation Commission.
  8. Every effort shall be made to preserve, protect and maintain the historically and architecturally significant interior features of the existing Robinson-Cohen-Barrett House, to the maximum extent feasible, and any alteration or removal of such features shall be done only under the auspices of, and with the approval of, the Andover Preservation Commission.
  9. Prior to the issuance of a permit to move the historic structure, the Applicant shall submit to the Inspector of Buildings and the Office of the Zoning Board of Appeals certification by a Structural Engineer licensed to practice in the Commonwealth of Massachusetts that the historic structure is in suitable condition to be moved.
  10. A Structural Engineer licensed to practice in the Commonwealth of Massachusetts shall be present during the move of the Robinson-Cohen-Barrett House so that if any unforeseen and unexpected circumstances arise they can be promptly addressed to facilitate the move.
  11. Following the move of the historic structure to its new location, the Inspector of Buildings shall certify in writing to the Office of the Zoning Board of Appeals that the structure has been successfully moved in accordance with this Decision and placed on its new foundation, with all temporary supporting structures, including cribbing and beams used in transit, removed so that the building is supported only by its new permanent foundation. No building permits for any additional work shall be issued until such certification has been made.
  12. The rights granted by this Special Permit shall be deemed to be exercised only upon the successful relocation of the Robinson-Cohen-Barrett House to 290 Lowell Street in accordance with this decision and its placement on its new permanent foundation, with all temporary supporting structures removed, and issuance of the certification of the Inspector of Buildings, all as described in Condition #11.
  13. If the Robinson-Cohen-Barrett House is not successfully relocated to Host Lot B at 290 Lowell Street as described in Condition #11, this Special Permit shall be null and void and Host Lot B at 290 Lowell Street shall not be considered a buildable lot under the Zoning By-law. In the event that the Robinson-Cohen-Barrett House is destroyed or damaged beyond repair prior to

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- being moved to its new location, this condition shall apply and the Special Permit shall be null and void.
14. In the event of a catastrophic event which results in damage to the historic structure subsequent to its successful relocation as described in Condition #11, such that the historic structure cannot be repaired, the owner may rebuild on Host Lot B, provided that the new dwelling does not contain more than the same interior floor area as the historic structure and meets one of the following requirements:
    - a. The new dwelling is placed in the same footprint as that occupied by the historic structure; or,
    - b. The new structure is built in conformity with the applicable front, side and rear setback requirements in effect at the time of rebuilding as set forth in Section 4.1.2 of the Zoning By-law (the "Table of Dimensional Requirements").
  15. The Board of Selectmen shall approve the route and the timing of the movement of the building. Because of the height restrictions along the route to 290 Lowell Street due to trees, power lines, and a railroad bridge, the ridge pole, common rafters and sheathing of the roof structure will be removed and the gables will be folded down for the move. The gable structures will remain intact for use in the roof reconstruction.
  16. After the Dimensional Special Permit for Historic Preservation has become final, any proposed alterations or changes to the historic structure shall be submitted to the Andover Preservation Commission for its review and approval. If the Preservation Commission determines that the proposed alterations or changes are not minor, the owner shall seek a modification of the Special Permit from the Zoning Board of Appeals.
  17. When the decision of the Board of Appeals on the application for a Dimensional Special Permit for Historic Preservation has become final and has been recorded at the Registry of Deeds, the plan upon which the decision is based shall be submitted to the Andover Planning Board for certification as an Approval Not Required (ANR) plan pursuant to Chapter 41, Section 81P, of the Massachusetts General Laws.
  18. The Approval Not Required (ANR) plan as certified by the Planning Board shall be recorded at the Essex North District Registry of Deeds.
  19. Other than permits required to protect or stabilize the existing historic structure, no building permit shall be issued until the ANR Plan has been recorded at the Essex North District Registry of Deeds.
  20. Within thirty (30) days following the effective date of this decision, the applicant and/or his legal representative shall contact the Massachusetts Historical Commission to begin the application process for the preservation restriction as required by Condition #21 below.
  21. The owner shall record at the Essex North District Registry of Deeds an historic preservation restriction in the form approved by the Zoning Board of Appeals, and approved and endorsed by Andover Board of Selectmen and by the Massachusetts Historical Commission in accordance with Chapter 184, Section 32, of the General Laws, which shall at a minimum provide for conditions under which alterations, additions or modifications may be made, and in the event of damage to the historic structure following its successful relocation as provided in Condition #11 such that the historic structure cannot be repaired, the owner may rebuild on the lot, provided that the new dwelling does not contain more than the same interior floor area as the historic structure and meets one of the following requirements: (i) the new dwelling is placed in the existing footprint; or (ii) the new dwelling is built in conformity with the zoning side, front and rear setbacks in effect at the time of rebuilding. Any mortgagee shall subordinate its mortgage to this restriction.

290 Lowell Street  
Decision No. Z-17-104

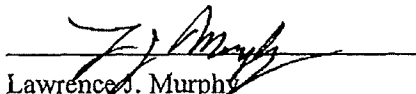
Members voting FOR the decision: Oltman, McDonough, Rechisky, Bordonaro, Faulk  
Members voting AGAINST the decision: None

  
Elizabeth M. Oltman, Chair

EMO/bb

### CERTIFICATION

I, Lawrence J. Murphy, Town Clerk of the Town of Andover, Massachusetts do hereby certify that twenty days have elapsed since the above referenced decision of the Board of Appeals, which was filed in the office of the Town Clerk on December 8, 2017, and that no appeal has been filed with the Town Clerk.

  
Lawrence J. Murphy  
Town Clerk  
Andover, Massachusetts



Bk 15750 Pg50 #2431  
02-01-2019 @ 11:44a  
Essex North Registry

**DECISION OF THE**

**ZONING BOARD OF APPEALS**

**ANDOVER, MASSACHUSETTS**

(Space above reserved for Registry of Deeds)  
(Space below reserved for Town Clerk)

**Decision Number:** Z-18-144

**Date Application Filed:** November 13, 2018

**Applicant:** O'Brien Homes, Inc.  
10 Cassimere Street  
Andover, MA 01810

**Premises Affected:** Land & buildings at 290 Lowell Street  
Located in Zoning District SRB  
Town Assessor's Map 134, Lot 4B  
Essex North Registry of Deeds Book 14112, Page 167

**Owner of Record:** O'Brien Homes, Inc.  
10 Cassimere Street  
Andover, MA 01810

**Relief Requested:** Modification of Decision Z-17-104

**Public Notice:** Notice published in the Andover Townsman on November 22 and 29, 2018, and notice sent by mail, postage prepaid, to all interested parties pursuant to the provisions of Massachusetts General Laws.

**Public Hearing(s) held:** December 6, 2018, continued on January 3, 2019

**Decision of the Board:** Modification to Variance granted in Decision Z-17-104 GRANTED, with conditions.

**Members participating:** Oltman, Faulk, Casper, Bordonaro, Novaria

**Date of Decision:** January 7, 2019



290 Lowell Street  
Decision No. Z-18-144

## **I. FACTS PRESENTED AT THE PUBLIC HEARING**

A public hearing was held in Conference Room A, 3<sup>rd</sup> Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, December 6, 2018 on the petition of O'Brien Homes, Inc. for a modification of Decision Z-17-104, which granted a special permit under the provisions of Article VIII §7.9, allowing the petitioner to move a historic home from another site to Lot B of this property and to renovate and expand that house in accordance with the plans referenced in that decision. Present were: Elizabeth Oltman, Chair, Kathy A. Faulk, Acting Clerk; Daniel Casper, Member; Denise Bordonaro, Michael Novaria and Ellen Keller, Associate Members.

Mark Johnson, attorney for the petitioner, spoke before the Board at the public hearing. O'Brien Homes, Inc. is seeking a modification of Decision Z-17-104 to include revised plans which incorporate certain architectural changes required by the Massachusetts Historical Commission in connection with their review of the project and the preparation of the Preservation Restriction Agreement. The petitioner has agreed to make the required changes and asked that the Board approve the revised plans. The structure as redesigned will have no greater impact on the abutting properties than the structure as originally proposed.

No one else appeared before the Board to speak either for or against the petition. The Board voted unanimously to waive a viewing of the premises and to close the public hearing. The Board then proceeded to deliberate the matter. In deliberation, the sense of the Board was to approve the requested modification with appropriate findings and conditions. The Board voted unanimously to continue its deliberation to a meeting to be held on January 3, 2019 for the purpose of reviewing and voting on the final decision, findings and conditions.

In addition to the written application, the following documents and materials were received by the Board and considered at the public hearing:

- Application dated November 13, 2018, containing a copy of Decisions Z-14-106, Z-17-104; Z-17-105
- Letter from Mark Johnson, Johnson & Borenstein, LLC to the Zoning Board of Appeals, dated November 20, 2018
- Email from Paul Holtz, Massachusetts Historic Commission, to Mark Johnson dated 11/20/18
- Revised drawings including demolition plans and elevations and proposed plans and elevation prepared by i3 Architects dated November 19, 2018 (the "Historic Submission Rev. 3" Drawings)
- Plan of Land dated 10/12/17 prepared by andover consultants, inc.
- Plot Plan entitled "Sewer Connection Plan Lot B Lovejoy Road, Andover, Mass" prepared by Andover Consultants, Inc and dated November 13, 2018 (the "Revised Plot Plan")

The Board deliberated and voted to approve the following findings and decision at a public meeting held in Conference Room A, 3<sup>rd</sup> Floor, Town Offices, 36 Bartlet Street, Andover, MA on Thursday, January 3, 2019. Present and voting were: Elizabeth Oltman, Chair; Kathy A. Faulk, Acting Clerk; Daniel Casper; and Ellen Keller, Associate Member.


## **II. FINDINGS AND DECISION OF THE BOARD**

The Board finds that the proposed changes required by the Massachusetts Historical Society are relatively minor and, more importantly, will not impact the abutting properties any more than as originally approved in Decision Z-17-104. The Board therefore finds that the requested modification may be granted without substantial detriment to the public good and without substantially derogating from the intent and purpose of the Zoning By-law.

290 Lowell Street  
Decision No. Z-18-144

Accordingly, the Board reaffirms its findings in Decision Z-17-104 and votes unanimously (5-0) to modify the Special Permit under the provisions of Article VIII §7.9 granted in that Decision by (a) modifying Condition #2 of the Decision on page 7 to refer to the Revised Plot Plan rather than the October 12, 2017 plan referenced therein, (b) modifying Condition #3 of the Decision on page 7 by providing that the Revised Drawings supersede the referenced architectural floor plans and elevation dated June 28, 2017 to the extent they differ. Such modifications of the Special Permit are completed in accordance with Condition #16 of the Decision on page 9.


Members voting FOR the decision: Oltman, Faulk, Casper, and Keller  
Members voting AGAINST the decision: None

  
Elizabeth M. Oltman, Chair

DAB/bb

#### CERTIFICATION

I, Austin P. Simko, Town Clerk and Chief Strategy Officer of the Town of Andover, Massachusetts do hereby certify that twenty days have elapsed since the above referenced decision of the Board of Appeals, which was filed in the office of the Town Clerk on January 7, 2019 and that no appeal has been filed with the Town Clerk.

  
Austin P. Simko  
Town Clerk & Chief Strategy Officer  
Andover, Massachusetts

## Exhibit F

### RESTRICTION GUIDELINES

In an effort to explain what constitutes a minor alteration and what constitutes a major change, which must be reviewed by the Andover Preservation Commission (APC) the following list has been developed. By no means is this list comprehensive: it is only a sampling of some of the more common alterations, which may be contemplated by building owners.

#### PAINT

Minor - Exterior hand scraping and repainting of non-decorative and non-significant surfaces as part of periodic maintenance.

Major - Painting or fully stripping decorative surfaces or distinctive stylistic features including ornamental woodwork.

#### WINDOWS AND DOORS

Minor - Regular maintenance including caulking, painting and necessary re-glazing. Repair or in-kind replacement of existing individual decayed window parts.

Major - Wholesale replacement of units; change in fenestration or materials; alteration of profile or setback of windows. The addition of storm windows is also considered a major change; however, with notification it is commonly acceptable.

#### EXTERIOR

Minor - Spot repair of existing cladding and roofing including in-kind replacement of clapboards, shingles, slates, etc.

Major - Large-scale repair or replacement of cladding or roofing. Change involving inappropriate removal or addition of materials or building elements (i.e. removal of chimneys or cornice detailing; installation of architectural detail which does not have a historical basis); altering or demolishing building additions; spot repointing of masonry. Structural stabilization of the Premises is also considered a major alteration.

#### LANDSCAPE/OUTBUILDINGS

Minor - Routine maintenance of outbuildings and landscape including lawn mowing, pruning, planting, painting, and repair.

Major - Moving or subdividing buildings or Premises; altering of Premises; altering or removing significant landscape features such as gardens, vistas, walks, plantings; ground disturbance affecting archaeological resources.

#### WALLS/PARTITIONS

Minor - Making fully reversible changes (i.e. sealing off doors in situ, leaving doors and door openings fully exposed) to the spatial arrangement of a non-significant portion of the building.

Major - Creating new openings in walls or permanently sealing off existing openings; adding permanent partitions which obscure significant original room arrangement;

demolishing existing walls; removing or altering stylistic features; altering primary staircases.

#### HEATING/AIR CONDITIONING/ELECTRICAL/PLUMBING SYSTEMS

Minor - Repair of existing systems.

Major - Installing or upgrading systems which will result in major appearance changes (i.e. disfigured walls or floors, exposed wiring, ducts, and piping); the removal of substantial quantities of original materials in the course of construction.

Changes classified as major alterations are not necessarily unacceptable. Under the preservation restriction such changes must be reviewed by the APC and their impact on the historic integrity of the premise assessed.

It is the responsibility of the Premises owner to notify the APC in writing when any major alterations are contemplated. Substantial alterations may necessitate review of plans and specifications.

The intent of the preservation restriction is to enable the APC to review proposed alterations and assess their impact on the integrity of the structure, not to preclude future change. APC will attempt to work with Premises owners to develop mutually satisfactory solutions, which are in the best interests of the Premises.

## Exhibit G

### Baseline Documentation of the Relocated Building (Pre-Rehabilitation)



Photo 1, West Front Elevation, April 2019



Photo 2, North Side Elevation, April 2019



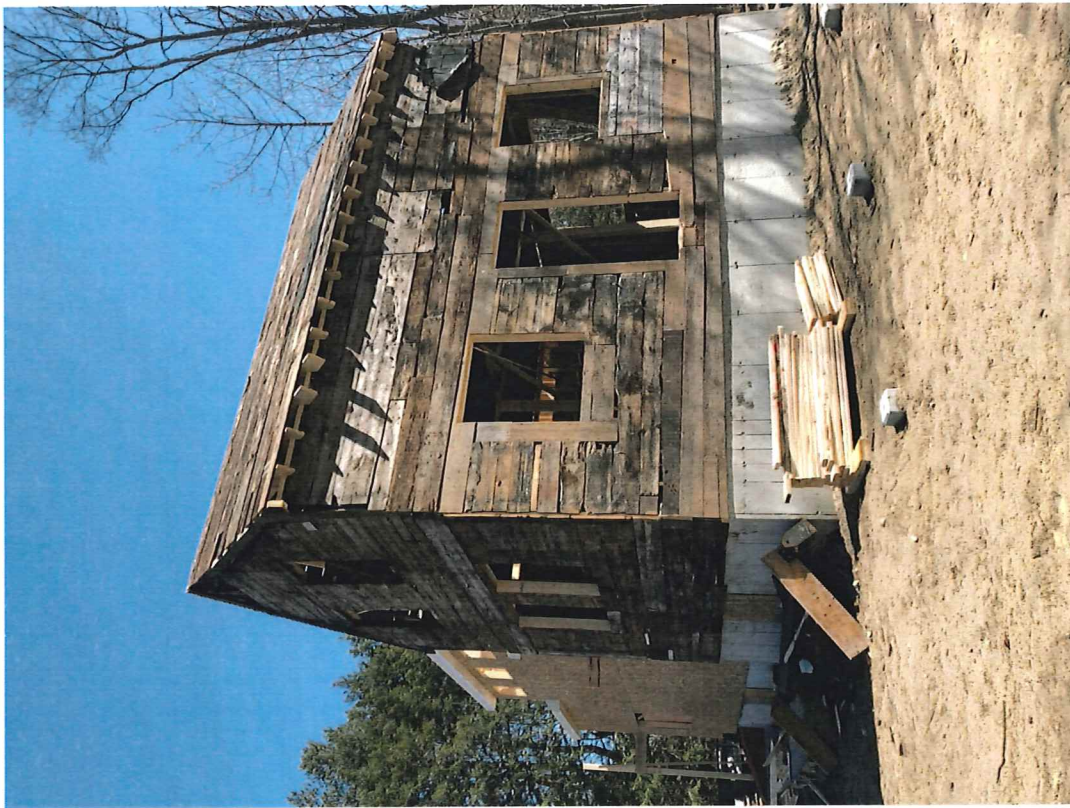


Photo 3, North and West Front Elevation, April 2019



Photo 4, North Side Elevation 2, April 2019



Photo 5, East Rear Elevation, April 2019





Photo 6, South and East Side Elevation, April 2019





Photo 7, South Side Elevation, April 2019

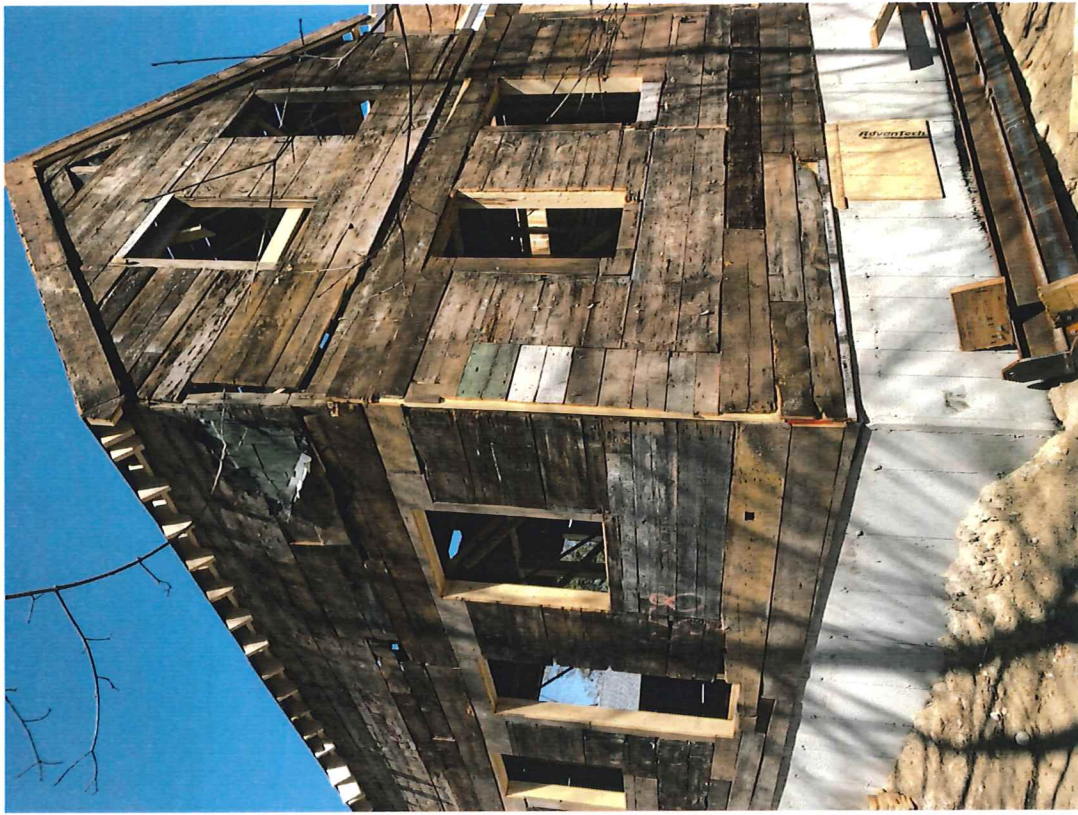


Photo 8, West and South Front Elevation, April 2019

## CERTIFICATE OF CONVEYANCE

I, hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2019, this Preservation Restriction Agreement of the Premises, located at 290 Lowell Street, in Andover, Massachusetts was conveyed to the Town of Andover by and through the Andover Preservation Commission free and clear of all liens and encumbrances and that except for the following items, there are no other holders of any interest in the land:

\_\_\_\_\_  
Mark B Johnson  
(Attorney for Grantor)

## COMMONWEALTH OF MASSACHUSETTS

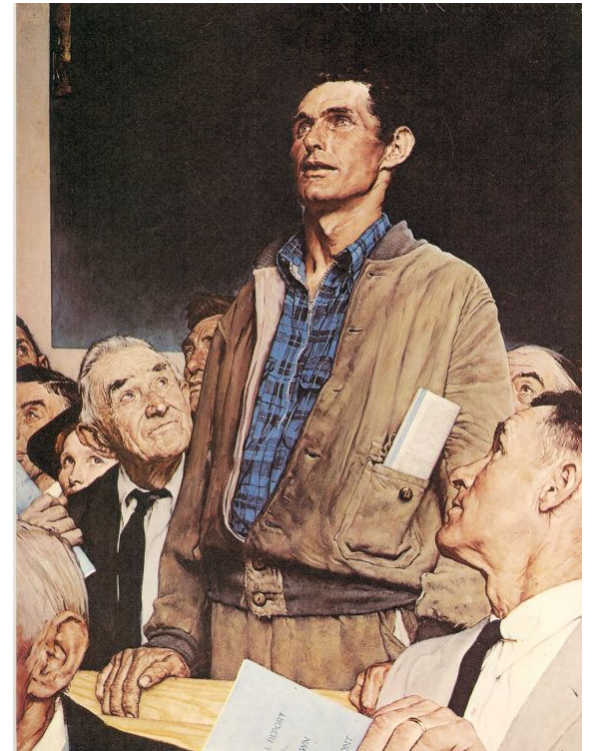
ESSEX, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared, Mark B Johnson attorney for grantor, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

## Current Board Policy

“During all regular meetings, time will be set aside for citizens’ petitions and presentation. Citizens may bring up any matter or question of interest without prior notice given to the Board.” Policy Guidelines of the Board of Selectmen, Section 1.6.





## Public Comments at Board of Selectmen Meetings

- All regular and special meetings of the Board of Selectmen shall be open to the public. Executive sessions will be held only as prescribed by the statutes of the Commonwealth of Massachusetts.
- The Board desires citizens of the Town to attend its meetings so that they may become better acquainted with the operations and programs of the Town. In addition, the Board would like the opportunity to hear the wishes and ideas of the public.
- In order that all citizens who wish to be heard before the Board have a chance and to ensure the ability of the Board to conduct the Town's business in an orderly manner, the following rules and procedures are adopted:
  - 1. At the start of each regularly scheduled Board meeting except workshops, individuals or group representatives will be invited to address the Board. The Chairperson shall determine the length of the public participation segment.
  - 2. If time permits, speakers will be allowed three (3) minutes to present their material. The presiding Chairperson may shorten their time limit or may permit extension of this time limit. If a speaker's time is shortened or extended, the same reduction or extension will apply to all speakers who wish to be heard on the same subject without regard to viewpoint.
  - 3. Improper conduct will not be allowed. Remarks containing obscenities, remarks which constitute threats or fighting words, remarks which are likely to provoke a violent reaction, and remarks which are known to be false are considered improper and will not be allowed. If a speaker persists in improper conduct or remarks, the Chairperson may terminate that individual's privilege of address.
  - 4. All remarks will be addressed through the Chairperson of the meeting.
  - 5. Speakers may offer such criticisms of Town operations and programs as concern them, but in the public comment session the Board will not hear personal complaints regarding Town personnel, except with respect to the Board of Selectmen, Town Manager, Town Accountant, the Zoning Board of Appeals, Officers and Registrars of Voters and Department Heads. Under most circumstances, administrative channels are the proper means for disposition of legitimate complaints involving Town employees.
  - 6. Written comments may be presented to the Board at the meeting for the Board members' review and consideration at an appropriate time.

I move that the Board vote to delete the current Selectmen Policy Guidelines Section 1.6 and approve the new Guidelines submitted and discussed.